

DEVELOPMENT ORDER

QUARRY PRESERVE DEVELOPMENT OF REGIONAL IMPACT

HERNANDO COUNTY, FLORIDA

TABLE OF CONTENTS

Section	Heading	Page
RECITALS	RECITALS	2
SECTION 1	FINDINGS OF FACT	5
SECTION 2	CONCLUSIONS OF LAW	8
SECTION 3	GENERAL CONDITIONS AND RESTRICTIONS	9
SECTION 4	SPECIFIC CONDITIONS AND RESTRICTIONS	12
	ENVIRONMENTAL PROTECTION	12
SECTION 4(A)	Environmental	12
	HISTORICAL PRESERVATION	28
SECTION 4(B)	Historical Preservation	28
	PROJECT PLANNING AND DESIGN	28
SECTION 4(C)	Characteristics of a "New Town" and Application of Smart Growth Planning Techniques	28
SECTION 4(D)	Green Development	29
SECTION 4(E)	"Defined Edge" and Perimeter Buffering	31
SECTION 4(F)	Noise and Light	31
	HOUSING	32
SECTION 4(G)	Housing Mix; Residential Densities; Clustering; Community and Neighborhood Residential Designated Areas	32
SECTION 4(H)	Affordable Housing	33
SECTION 4(I)	Jobs to Housing Balance	34
	TOWN CENTER AND COMMERCIAL USES	35
SECTION 4(J)	Town Center	35
SECTION 4(K)	Highway Commercial Development	37
SECTION 4(L)	Business Park and Employment Center	37

1		RESORT DEVELOPMENT	38
2	SECTION 4(M)	Resort Development Area	38
3		MINING	39
4	SECTION 4(N)	Mining Operations	39
5		INFRASTRUCTURE AND SERVICE DELIVERY	39
6	SECTION 4(O)	Water Supply and Conservation	39
7	SECTION 4(P)	Wastewater, Effluent Reuse and Solid Waste	42
8	SECTION 4(Q)	Fire and Law Enforcement	43
9	SECTION 4(R)	Emergency Management	44
10	SECTION 4(S)	Parks, Recreation and Trails	45
11	SECTION 4(T)	Public Use Site(s)	46
12	SECTION 4(U)	Community Intranet	46
13	SECTION 4(V)	Schools	46
14	SECTION 4(X)	Transportation	47
15		CONCURRENCY	57
16	SECTION 4(Y)	Concurrency	57
17	SECTION 5	ANNUAL REPORT	60
18	SECTION 6	SUBSTANTIAL DEVIATION	63
19	SECTION 7	FURTHER PROVISIONS	64
20	SIGNATURES	SIGNATURE BLOCKS	64-65
21	EXHIBITS	SCHEDULE OF EXHIBITS	67

RECITALS

25 **WHEREAS**, Brooksville Quarry LLC, a Florida limited liability company (the
 26 “Developer”)¹, owns or controls approximately 4,280 acres located in north central Hernando
 27 County, located approximately 3 miles north of the City of Brooksville, lying north of CR 476,
 28 northeast of US 98, and east of CR 491 (the “Property”) and which is legally described in **Exhibit**
 29 **A** attached hereto and made a part hereof; and,

^{1/} Defined terms are first identified in quotations and underlined text (“ ”) and thereafter are identified by initial capitalization of the first letters or by an all cap abbreviation. Once defined, said definition shall apply throughout this Development Order.

1 **WHEREAS**, the Developer proposes to build: (i) up to fifty eight hundred (5,800) dwelling
2 units with a maximum of 4,600 single family residences and a minimum of 1,200 multi-family
3 residences and with age restricted housing not exceeding thirteen hundred (1,300) dwelling units;
4 (ii) up to two hundred (200) hotel/motel units with up to an additional two hundred (200) hotel/motel
5 units if converted from residential units; (iii) up to two (2) golf courses totaling thirty six (36) holes
6 and ancillary facilities within the residential development areas; (iv) a minimum of eight hundred
7 and fifty thousand (850,000) square feet of Business Park uses; (v) up to five hundred and forty-five
8 thousand (545,000) square feet of neighborhood and community commercial uses, with up to three
9 hundred and fifteen thousand (315,000) square feet to be allocated to highway commercial and the
10 remainder to be internally located in the Town Center or Resort Area provided, however, in no event
11 shall more than 10,000 square feet be located in the Resort Area; (vi) school facilities and park
12 amenities; and (vii) appropriate levels of institutional, service, cultural, and social facilities
13 (collectively the "Project"); and,

14
15 **WHEREAS**, § 380.06, Fla. Stat., mandates that developments of the size, density and
16 intensity proposed by the Developer shall undergo development of regional impact review; and,

17
18 **WHEREAS**, on June 7, 2007, the Developer held a Pre-Application Conference and, in
19 December 2007, filed an Application for Development Approval ("ADA") for the Quarry Preserve
20 Development of Regional Impact (the "Quarry Preserve DRI"); and,

21
22 **WHEREAS**, the proposed development is not located in an area of critical state concern as
23 designated pursuant to Chapter 380, Fla. Stat.; and,

24
25 **WHEREAS**, concurrent with the Developer filing the ADA for the Quarry Preserve DRI,
26 the Developer also filed a corresponding amendment to the County's adopted Comprehensive Plan
27 (and which is also referred to as "CPAM 07-03"); and,

28
29 **WHEREAS**, on January 12, 2010, the Hernando County Board of County Commissioners
30 (the "BOCC") approved the transmittal of CPAM 07-03 to the Florida Department of Community
31 Affairs (the "DCA"); and,

32
33 **WHEREAS**, on April 2, 2010, the Florida Department of Community Affairs issued its
34 Objections, Recommendations and Comments (the "ORC") Report in connection with its review of
35 CPAM 07-03; and,

36
37 **WHEREAS**, pursuant to § 380.06(11), Fla. Stat., the Withlacoochee Regional Planning
38 Council (the "WRPC") is required to issue a regional report and recommendation in connection with
39 its review of the Quarry Preserve DRI; and

40
41 **WHEREAS**, on April 15, 2010, the WRPC met and approved the Regional Report and
42 Recommendation relative to the Quarry Preserve DRI (the "WRPC Report"); and,

43
44 **WHEREAS**, the BOCC has scheduled a hearing on August 31, 2010 to consider the ADA
45 for the Quarry Preserve DRI; and,

1 **WHEREAS**, § 380.06, Fla. Stat., requires that any comprehensive plan amendment required
2 in connection with the approval of any development of regional impact shall be heard at the same
3 hearing; and,
4

5 **WHEREAS**, the BOCC approving and adopting the comprehensive plan amendment filed
6 by the Developer (CPAM 07-03) is a condition precedent to the BOCC adopting this Development
7 Order or otherwise approving the Quarry Preserve DRI; and,
8

9 **WHEREAS**, by earlier vote this ^{31st} day of August, 2010, the BOCC adopted Ordinance
10 2010-__ captioned
11

12 An Ordinance amending Section A of the Hernando County Comprehensive Plan
13 relating to the Future Land Use Element by creating the Quarry Preserve Planned
14 Development District, adding Objective 1.07G and the Policies thereunder, amending
15 Section A relating to the Capital Improvements Element, amending Section D
16 relating to the Future Land Use Map Mapping Criteria & Land Uses, and amending
17 Section E relating to Special Feature Maps (Future Land Use Map); adopting CPAM
18 07-03; providing for severability; and providing for an effective date.
19

20 **WHEREAS**, pursuant to § 380.06, Fla. Stat., the BOCC is the governing body having
21 jurisdiction over the review and approval of developments of regional impacts located within
22 Hernando County, Florida; and,
23

24 **WHEREAS**, the proposed development has gone through the review process of the various
25 agencies and it is now before the BOCC to approve, approve with conditions or deny the Quarry
26 Preserve DRI pursuant to § 380.06, Fla. Stat.; and,
27

28 **WHEREAS**, because of its location and magnitude, the impact of developing the Property
29 as proposed presents special concerns and opportunities regarding the provision of public services;
30 and,
31

32 **WHEREAS**, in accordance with §§ 125.66 and 380.06, Fla. Stat., the BOCC conducted a
33 public hearing on August 31, 2010, to review and consider the Quarry Preserve DRI and the instant
34 Development Order; and,
35

36 **WHEREAS**, notice of this hearing was published in a newspaper of general circulation and
37 the notice ran at least sixty (60) days prior hereto; and,
38

39 **WHEREAS**, at the public hearing on this matter, any member of the general public
40 requesting to do so was given the opportunity to present written or oral communications; and,
41

42 **WHEREAS**, during the public hearing, all parties were afforded the opportunity to present
43 evidence and argument on all issues and submit rebuttal evidence; and,
44

45 **WHEREAS**, this Development Order shall be recorded in the Public Records in Hernando
46 County, Florida.

1 **NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD**
2 **OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA, IN PUBLIC**
3 **MEETING DULY CONSTITUTED AND ASSEMBLED THIS 31st DAY OF AUGUST, 2010,**
4 **THAT THE APPLICATION FOR DEVELOPMENT APPROVAL FOR THE QUARRY**
5 **PRESERVE DEVELOPMENT OF REGIONAL IMPACT, SUBMITTED BY**
6 **BROOKSVILLE QUARRY, LLC, IS HEREBY ORDERED APPROVED SUBJECT TO THE**
7 **TERMS BELOW.**

8
9 **SECTION 1 – FINDINGS OF FACT**

10
11 (A) The above Recitals are incorporated herein by reference and made a part hereof.

12
13 (B) Whenever this Development Order provides for or otherwise necessitates reviews,
14 approvals, or determinations of any kind subsequent to its issuance, the right to review, approve, and
15 determine includes all governmental agencies and departments having jurisdiction as set forth under
16 applicable laws and rules.

17
18 (C) The County will monitor the Development to ensure compliance with the terms,
19 general provisions, and conditions of this Development Order. The County Administrator or his/her
20 designee will monitor the Development through the review of the Annual Report, building permits,
21 certificates of occupancy, plats and/or approved site plans as may be applicable, school facilities and
22 transportation facilities impact monitoring reports, or any other relevant and factual information.

23
24 (D) In each instance where the Developer is responsible for ongoing maintenance of
25 privately owned facilities or infrastructure, the Developer may assign any or all of its responsibilities
26 to improve and maintain those facilities to an appropriate entity able to fulfill such responsibility
27 consistent with statutory and rule requirements and the conditions of this Development Order.

28
29 (E) Pursuant to Rule 9J-2.025, Fla. Admin. Code (2006), the following Developer's
30 representations and informational statements are incorporated into this Development Order and made
31 a part hereof.

32
33 (1) Name. The name of the development is "Quarry Preserve." The development
34 of regional impact, as approved by this Development Order, may be referred to as the "Quarry
35 Preserve DRI" or as the "Development" or as the "Project" (as the context dictates) and that these
36 terms may be used interchangeably throughout this Development Order.

37
38 (2) Authorized Agent. The authorized agent of the Developer is Scott McCaleb,
39 as the Manager of Brooksville Quarry, LLC, a Florida limited liability company.

40
41 (3) Principal Entities.

42
43 (a) Brooksville Quarry, LLC, the entity which filed the Application for
44 Development Approval for the Quarry Preserve DRI, is the "Developer" for purposes of this
45 Development Order and § 380.06, Fla. Stat. In this Development Order, any references to the
46 Developer, the owners of the Property and their respective heirs, successors and/or assigns shall not

1 apply to or include bona fide third party purchasers of individual residential lot(s) or bona fide third
2 party purchasers of commercial land or space.

3
4 (b) The Developer has represented, and the County has materially relied
5 upon said representations that: (i) the Developer is the lawful owner of all of the Property
6 encompassed by this Development Order; (ii) the Developer understands and agrees that this
7 Development Order shall be binding upon them and their respective heirs, successors and/or assigns
8 as accepted and agreed to on the last page hereof; and (iii) this Development Order shall be recorded.

9
10 (4) ADA. The ADA (as defined in Section 3 below) for the Quarry Preserve DRI,
11 as submitted by Brooksville Quarry, LLC, is hereby approved subject to the terms of this
12 Development Order.

13
14 (5) Development Description. The Quarry Preserve DRI will be developed as a
15 mixed use master planned "New Town" as provided for in this Development Order. At build out,
16 and subject to the conditions and restrictions herein, there will be (i) up to fifty eight hundred (5,800)
17 dwelling units with a maximum of 4,600 single family residences and a minimum of 1,200 multi-
18 family residences and with age restricted housing not exceeding thirteen hundred (1,300) dwelling
19 units; (ii) up to two hundred (200) hotel/motel units with up to an additional two hundred (200)
20 hotel/motel units if converted from residential units; (iii) up to two (2) golf courses totaling thirty
21 six (36) holes and ancillary facilities within the residential development areas; (iv) a minimum of
22 eight hundred and fifty thousand (850,000) square feet of Business Park uses; (v) up to five hundred
23 and forty-five thousand (545,000) square feet of neighborhood and community commercial uses,
24 with up to three hundred and fifteen thousand (315,000) square feet to be allocated to highway
25 commercial and the remainder to be internally located in the Town Center or Resort Area provided,
26 however, in no event shall more than 10,000 square feet be located in the Resort Area; (vi) school
27 facilities and park amenities; and (vii) appropriate levels of institutional, service, cultural, and social
28 facilities. It is anticipated that construction will commence in 2013 and will be fairly evenly spaced
29 through build-out in 2025. For purposes of this Development Order, the County has established
30 certain "stages" or "triggers" of development (as the context dictates) for purposes of monitoring,
31 compliance, and imposition of performance conditions, without limitation.

32
33 (6) Required Specific Findings of Fact.

34
35 (a) Assuming full compliance with the terms of this Development Order,
36 the BOCC specifically finds that the Quarry Preserve DRI does not unreasonably interfere with the
37 achievements of the objectives of the adopted state land development plan for the portion of
38 Hernando County where the Property is located.

39
40 (b) Assuming full compliance with the terms of this Development Order,
41 the BOCC specifically finds that Quarry Preserve DRI is consistent with the State Comprehensive
42 Plan as contained in Chapter 187, Fla. Stat. (2010).

43
44 (c) Assuming full compliance with the terms of this Development Order
45 and by the earlier adoption of CPAM 07-03 by the BOCC this date, the BOCC specifically finds that
46 Quarry Preserve DRI to be consistent with the County's adopted Comprehensive Plan as amended,

1 subject to and conditioned upon CPAM 07-03 taking effect pursuant to § 163.3189, Fla. Stat. (2010)
2 and with the County's land development regulations, subject to the terms of this Development Order.
3

4 (d) Assuming full compliance with the terms of this Development Order,
5 the BOCC specifically finds that Quarry Preserve DRI is consistent with the WRPC Report issued
6 pursuant to § 380.06(12), Fla. Stat. (2010).
7

8 (7) Legal Description. The legal description of the Property is contained in
9 **Exhibit A.**

10 (8) Monitoring Procedures. The monitoring procedures are set forth in Sections
11 4 and 5 below.
12

13 (9) Documents/Materials Incorporated Herein By Reference.

14 (a) The Application (as defined in Section 3(A) below) shall be
15 incorporated into this Development Order by reference and made a part hereof.
16
17

18 (b) The WRPC Report shall be incorporated into this Development Order
19 by reference and made a part hereof.
20
21

22 (c) Map H, Master Development Plan, as last revised August, 2010 is
23 attached as **Exhibit C** to this Development Order ("Map H") and shall be incorporated into this
24 Development Order by reference and made a part hereof. Wherever reference is made to Map H in
25 this Development Order, such reference shall be to the most current version of Map H as may be
26 amended from time to time.
27

28 (d) The PM Peak Hour Trip Generation Volumes Chart shall be attached
29 as **Exhibit B.**
30

31 (e) Quarry Preserve Water and Sewer Service Agreement dated August
32 31, 2010 (attached as **Exhibit D** to this Development Order and made a part hereof) and approved
33 and agreed to concurrent with, or immediately following, the adoption of this Development Order.
34

35 (f) Agreement between the Developer and the Hernando County School
36 Board (the "School Board"), as approved by School Board on June 15, 2010 (attached as **Exhibit**
37 **E** to this Development Order and made a part hereof).
38

39 (g) To the extent not specifically identified above, all Exhibits shown on
40 the "Schedule of Exhibits" (last page of this Development Order).
41

42 (10) Compliance Dates.

43 (a) The Developer shall have "Commenced" (as defined in Section
44 1(E)(10)(c)(iii) below) with the development approved herein within five (5) years of the Effective
45 Date of this Development Order.
46

1
2 (b) Deadlines for commencing transportation and infrastructure
3 improvements shall be as required under Sections 3 and 4 below.
4

5 (c) Termination Date of the Development Order.
6

7 (i) This Development Order shall expire on December 31, 2030,
8 unless extended by an amendment to this Development Order duly enacted by the BOCC at a public
9 meeting, agreed to by the Developer, and otherwise in conformance with § 380.06, Fla. Stat., as such
10 section may be amended or renumbered.
11

12 (ii) In the event the Developer fails to have Commenced with the
13 development approved herein within five years (5) of the Effective Date of this Development Order,
14 all approvals hereunder shall terminate and this Development Order shall have no further force or
15 effect.
16

17 (iii) “Commenced” for purposes of this Development Order shall
18 mean that the Developer shall have constructed, or construction is significantly underway, any of the
19 following: site grading/clearing; roads; or vertical development.
20

21 (11) Project Build-out Date. The build-out date for the Project shall be December
22 31, 2025.
23

24 (12) Down-zoning; Density Reduction; or Intensity Reduction. Absent the County
25 demonstrating that substantial changes in the conditions underlying the approval of this Development
26 Order have occurred, or that this Development Order was based on substantially inaccurate
27 information provided by the Developer, or that the change is clearly established by the County to be
28 essential to the public health, safety, or welfare, then the Quarry Preserve DRI shall not be subject
29 to down-zoning, unit density reduction, or intensity reduction from the Effective Date of this
30 Development Order until the development approvals granted hereunder terminate pursuant to Section
31 1(E)(10)(c) above.
32

33 (13) Reporting. On or before July 1st of each year following the adoption year of
34 this Development Order, the Developer, at the Developer’s sole expense, shall prepare and file an
35 Annual Report (based on the preceding calendar year) with the County and applicable review
36 agencies in accordance with § § 380.06(15)(c)4 and 380.06(18), Fla. Stat. and Rule 9J-2.025(7), Fla.
37 Admin. Code and Section 5 of this Development Order.
38

39 **SECTION 2 – CONCLUSIONS OF LAW**
40

41 (A) Review. The BOCC's review of the ADA for the Quarry Preserve DRI has been
42 conducted pursuant to the provisions of § 380.06, Fla. Stat.
43

44 (B) ADA. The ADA for the Quarry Preserve DRI, as modified by this Development
45 Order, is hereby deemed in substantial compliance with the requirements of § 380.06, Fla. Stat. and
46 Rule Chapter 9J-2, Fla. Admin. Code.
47

1 (C) Required Specific Conclusions of Law.

2
3 (1) Assuming full compliance with the terms of this Development Order, the
4 BOCC specifically concludes that the Quarry Preserve DRI does not unreasonably interfere with the
5 achievements of the objectives of the adopted state land development plan for the portion of
6 Hernando County where the Property is located.

7
8 (2) Assuming full compliance with the terms of this Development Order, the
9 BOCC specifically concludes that Quarry Preserve DRI is consistent with the State Comprehensive
10 Plan as contained in Chapter 187, Fla. Stat. (2010).

11
12 (3) Assuming full compliance with the terms of this Development Order and by
13 the earlier adoption of CPAM 07-03 by the BOCC this date, the BOCC specifically concludes that
14 Quarry Preserve DRI is consistent with the County's adopted Comprehensive Plan as amended,
15 subject to and conditioned upon CPAM 07-03 taking effect pursuant to § 163.3189, Fla. Stat. (2010)
16 and with the County's land development regulations, subject to the terms of this Development Order.

17
18 (4) Assuming full compliance with the terms of this Development Order, the
19 BOCC specifically concludes that Quarry Preserve DRI is consistent with the WRPC Report issued
20 pursuant to § 380.06(12), Fla. Stat. (2010).

21
22 (D) No Waiver or Exception. The provisions of this Development Order shall not be
23 construed as a waiver or exception of any rule, regulation or ordinance of Hernando County, its
24 departments, agencies or commissions, or of any federal, state, regional or local permitting agency
25 or commission having jurisdiction.

26
27 (E) Development Approval. This Development Order constitutes final approval for the
28 Developer to develop the Property (as described in **Exhibit A**) subject to and in strict accordance
29 with the terms of this Development Order, and as specifically provided on Map H, Master
30 Development Plan (**Exhibit C**) for (i) up to fifty eight hundred (5,800) dwelling units with a
31 maximum of 4,600 single family residences and a minimum of 1,200 multi-family residences and
32 with age restricted housing not exceeding thirteen hundred (1,300) dwelling units; (ii) up to two
33 hundred (200) hotel/motel units with up to an additional two hundred (200) hotel/motel units if
34 converted from residential units; (iii) up to two (2) golf courses totaling thirty six (36) holes and
35 ancillary facilities within the residential development areas; (iv) a minimum of eight hundred and
36 fifty thousand (850,000) square feet of Business Park uses; (v) up to five hundred and forty-five
37 thousand (545,000) square feet of neighborhood and community commercial uses, with up to three
38 hundred and fifteen thousand (315,000) square feet to be allocated to highway commercial and the
39 remainder to be internally located in the Town Center or Resort Area provided, however, in no event
40 shall more than 10,000 square feet be located in the Resort Area; (vi) school facilities and park
41 amenities, and (vii) appropriate levels of institutional, service, cultural, and social facilities.

42
43 **SECTION 3 – GENERAL CONDITIONS AND RESTRICTIONS**

44
45 (A) The Application. The "Application" shall consist of all of the following:
46

1 (1) The Application for Development Approval for the Quarry Preserve
2 Development of Regional Impact dated December 2007 (prepared by Coastal Engineering
3 & Associates, Inc. and Wilson Miller), together with all attachments thereto.
4

5 (2) The Quarry Preserve Development of Regional Impact First Sufficiency
6 Response dated October 2008 (prepared by Coastal Engineering & Associates, Inc. and Wilson
7 Miller), together with all attachments thereto.
8

9 (3) The Quarry Preserve Development of Regional Impact Second Sufficiency
10 Response dated January 2010 (prepared by Coastal Engineering & Associates, Inc. and Wilson
11 Miller), together with all attachments thereto.
12

13 (4) The Comprehensive Plan Amendment (CPAM 07-03) filed by Brooksville
14 Quarry, LLC in connection with the Quarry Preserve DRI.
15

16 (5) Response to the DCA ORC Report regarding Comprehensive Plan
17 Amendment dated August 6, 2010.
18

19 (6) Hernando County Planning Department Concurrency Application filed by the
20 Developer on August 2010.
21

22 (B) Consistency with the Application. The Quarry Preserve DRI shall be developed in
23 accordance with the information, data, plans, and commitments contained in the Application unless
24 otherwise directed by the terms of this Development Order.
25

26 (C) Representations. The Developer shall be bound by all of its representations and
27 promises contained in the Application (as defined in Section 3(A) above) and upon which the County
28 materially relied in adopting this Development Order. In the event of any conflict between any
29 document attached to this Development Order or incorporated by reference herein, this Development
30 Order shall supersede and control.
31

32 (D) Applicable Permitting and Regulatory Agencies. As used throughout this
33 Development Order, the terms "Applicable Permitting Agencies," "Applicable Permitting Agency,"
34 "applicable permitting and regulatory agencies," "appropriate agencies," or comparable terms used
35 for any federal, state, regional or local government (other than the County) or entities thereof shall
36 mean those federal, state, regional, local governments and/or legal entities which have applicable
37 laws, rules or requirements over the subject matter being reviewed, approved or determined. Further,
38 the Developer shall not be required to meet any standard or criteria unless specifically set forth or
39 referenced herein or duly promulgated or adopted by the Applicable Permitting Agency.
40

41 (E) Chapters 373 and 403, Florida Statutes. Pursuant to Section 380.06(5)(c), Fla. Stat.
42 (as such provision may be amended or renumbered from time to time), the Developer hereby elects
43 to be bound by the rules adopted pursuant to Chapters 373 and 403, Fla. Stat., in effect when this
44 Development Order is issued, except as specifically excluded by said provision, for permits applied
45 for within five (5) years from the Effective Date of this Development Order.
46

1 (F) Developer Ensuring Adequate Provision for Public Facilities. Pursuant to §
2 380.06(15), Fla. Stat., the Development approved under this Development Order is further
3 conditioned upon the Developer being financially responsible for ensuring the adequate provision
4 for the public facilities needed to accommodate the impacts of the Development, as specified in
5 Section 3 herein and Section 4 below.

6
7 (G) Supersedes. The Quarry Preserve DRI shall be developed in accordance with all
8 applicable County laws, ordinances, rules, and regulations, specifically including, but without
9 limitation, the County's land development regulations, zoning, subdivision regulations, utility
10 ordinances, and building codes, any other rule or requirement regulating developments within
11 Hernando County in effect at the time of permitting and not otherwise inconsistent with this
12 Development Order. In the event of any conflict between any law, ordinance, rule or regulation of
13 Hernando County and this Development Order, this Development Order shall supersede and control.

14
15 (H) Outside Coordination. Nothing herein shall be construed as preventing the County
16 from coordinating and consulting with any federal, state, regional or local governments as the County
17 deems appropriate.

18
19 (I) Use of Outside Review Consultants. Certain provisions within this Development
20 Order allow for the County to engage an outside consultant (as professionally qualified in the
21 applicable field) to review certain assessments and reports which the Developer is required to
22 provide to the County and which further provide that the Developer shall reimburse the County for
23 such reasonable expenses. However, the sum of these expenses related to the engagement of outside
24 consultant(s) shall not exceed \$25,000² in any given year.

25
26 (J) Interpretation. In interpreting this Development Order, the specific conditions or
27 provisions will govern over general conditions or provisions. Further, in applying rules of
28 interpretation, the Developer and the County shall be deemed to have equally participated in the
29 drafting of this Development Order so as not to favor any one party over another.

30
31 (K) Definitions. The definitions found in Chapter 380, Fla. Stat. (2010) and Chapter 9J-2,
32 Fla. Admin. Code, shall apply to this Development Order unless such term(s) has been specifically
33 defined in this Development Order.

34
35 [-CONTINUED ON NEXT PAGE-]
36

²/ This amount shall be for year one from date this Development Order took effect and shall be adjusted (upward or downward) each and every year hereafter – at each anniversary date of this Development Order – in a percentage equal to the change in the Consumer Price Index (CPI) for the preceding year.

1 **SECTION 4 – SPECIFIC CONDITIONS AND RESTRICTIONS**

2
3 **★ ENVIRONMENTAL PROTECTION ★**

4
5 (A) ENVIRONMENTAL

6
7 (1) Environmental Management Plan.

8
9 The Developer, at the Developer’s sole expense, shall prepare and maintain an
10 Environmental Management Plan (the “EMP”). As a general description, the EMP is the umbrella
11 document/plan which addresses, or attempts to address, all of the various environmental, open space,
12 wildlife, vegetation, and preservation issues as such matters are detailed in the subsections below.

13
14 (a) The EMP shall include the following sub-parts, at a minimum:

- 15
16 (i) Karst Management Plan (the “KMP”) per Section 4(A)(2)(b);
17
18 (ii) Groundwater Monitoring Plan and Program (the “GWMP”)
19 per Section 4(A)(3)(a);
20
21 (iii) Stormwater Pollution Prevention Plan (the “SWPPP”) per
22 Section 4(A)4(a);
23
24 (iv) Integrated Pest Management Plan (the “IPMP”) per Section
25 4(A)(7)(a);
26
27 (v) Chemical Management Plan (the “CMP”) per Section
28 4(A)(7)(a);
29
30 (vi) Wildlife Habitat Management Plan (the “WHMP”) per
31 Section 4(A)(10)(a); and,
32
33 (vii) Pet Management Plan (the “PMP”) per Section 4(A)(10)(b).

34
35 (b) As part of or in addition to the sub-parts listed above, the EMP shall,
36 at a minimum, include adequate provisions for each of the following: the protection of karst and
37 sensitive subsurface features; the protection and monitoring of ground and surface waters; a
38 groundwater monitoring plan; the protection of wetlands and surface waters including the use of
39 wetland buffers; the preservation of uplands; the installation and use of drainage and stormwater
40 management facilities including the use of low impact design techniques for stormwater
41 management; the prevention of erosion; the construction of all golf courses with adequate safeguards
42 for the protection of the environment; the implementation of environmentally friendly grounds
43 maintenance practices for all managed areas of the Project; an integrated pest management plan; a
44 chemical management plan including the use of pesticides and fertilizers; the use of restrictive
45 covenants to ensure compliance with these plans; the preservation and management of all open
46 spaces and conservation areas; the preservation, protection and enhancement of wildlife; the creation
47 and management of a wildlife corridor; the preservation, protection and enhancement of listed plant

1 and animal species; the removal of invasive exotic species; and provisions to minimize the use of
2 potable water for irrigation.

3
4 (c) The Developer shall utilize the most currently available Best
5 Management Practices (“BMPs”) in all stages of developing and implementing the EMP.

6
7 (d) The EMP shall be initially submitted to the County Planning
8 Department and all Applicable Permitting Agencies for review and approval as required under
9 applicable law/regulations or the terms of this Development Order prior to the Developer
10 commencing any site development (*i.e.*, grading, clearing or any vertical development, but shall not
11 include rezoning), and shall be updated, as required, at the time of submittal of each conditional plat
12 or site plan of development.

13
14 (e) A summary of the Developer’s actions related to implementing the
15 EMP and whether there have been any revisions to the EMP shall be reported in the Annual Report
16 in accordance with Section 5 of this Development Order.

17
18 (f) Any revisions to the EMP shall not be considered an action requiring
19 the filing of a NOPC for an Amendment to this Development Order, but shall require the review of
20 the County and all Applicable Permitting Agencies.

21
22 (2) Karst and Sensitive Subsurface Features.

23
24 (a) Project Design Shall Account for all Karst and Sensitive Subsurface
25 Features. The Project shall be designed, developed and maintained to account for all karst and
26 sensitive subsurface features which may be affected or impacted by developmental activities.

27
28 (b) The Developer, at the Developer’s sole expense, shall have a Karst
29 Management Plan (“KMP”) prepared by a qualified professional geologist and which shall be
30 regularly updated as the development moves through each phase or plat.

31
32 (i) Pre-Site Development. The initial KMP shall be prepared by
33 a licensed geologist or similarly qualified professional and submitted to the County for review prior
34 to the Developer commencing any site development (*i.e.* grading, clearing or any vertical
35 construction, but shall not include rezoning) and shall, at a minimum, include identification,
36 assessment, and recommendations on how to treat karst and sensitive subsurface features (including
37 caves and related dissolution features) which may be impacted by development and which can be
38 reasonably assessed using the most current professionally acceptable methodology.

39
40 (ii) Conditional Plat/Site Plan. The Developer, at the Developer’s
41 sole expense, shall have a Geotechnical Report provided by a qualified geotechnical engineer or
42 similarly qualified professional which shall be submitted to the County at time of and in connection
43 with the submittal of each conditional plat or site plan for development in order to ascertain that the
44 Developer has used BMPs and similar techniques to avoid adverse impacts to karst and sensitive
45 subsurface features within the overall planning, design and layout of that particular area of the
46 Project. These BMPs and similar techniques may include preservation and/or buffering. At a
47 minimum, the Geotechnical Report shall address the thickness and depth of surface soils and

1 subsurface strata and the identification of existing anomalies that may be indicative of karst features
2 that have or could develop into sinkholes or any depression with a direct hydrologic connection to
3 the Floridan Aquifer within the proposed construction limits. Professionally recognized equipment
4 or tests that can effectively identify such potential subsurface features include, but are not limited
5 to, ground penetrating radar (GPR) and electrical resistivity imaging (ERI). Standard penetration
6 test (SPT) borings shall be used to ground truth the test results.

7
8 (c) Biological Assessment Report. In the event cave(s) are discovered as
9 a consequence of any report, survey, assessment or field work and the Developer has not provided
10 an acceptable preservation and buffering plan, then the Developer shall have a Biological
11 Assessment Report prepared by a qualified professional biologist and which, at a minimum, shall
12 identify all species and wildlife within said cave(s).

13
14 (d) Special Protection Areas. Prior to the Developer commencing any
15 phase of site development or conditional platting, whichever occurs first, all Special Protection Areas
16 (“SPAs”) [as defined in the Hernando County Groundwater Protection Ordinance (“GPO”)] within
17 the area sought to be developed shall be identified, assessed by a qualified professional, and
18 preserved or protected as recommended by the approved EMP using BMPs and other appropriate
19 techniques. Further, the location of golf courses within any SPA shall be subject to the additional
20 requirements contained in Section 4(A)(6). Any SPA mitigation that may be required shall be
21 incorporated into the KMP and made a part of the EMP.

22
23 (e) Outside Review Costs. All reasonable costs necessarily incurred by
24 the County to have the KMP reviewed by an outside qualified professional on the County’s behalf,
25 prior to acceptance of same, shall be reimbursed by the Developer (subject to the cap contained in
26 Section 3(I) above).

27
28 (f) Additional requirements for Stormwater Management Facilities
29 Located in Areas Containing Karst or Sensitive Subsurface Features. When locating any stormwater
30 management facility within any area containing karst or sensitive subsurface features, the most
31 current rules, regulations and BMPs of SWFWMD shall be strictly adhered to.

32
33 (g) Prohibition of Discharge into Floridan Aquifer. In no event may
34 stormwater be discharged into any depression with a direct hydrologic connection to the Floridan
35 Aquifer unless such stormwater volume is treated in accordance with the applicable statutes, rules
36 and regulations of the SWFWMD, the Florida Department of Environmental Protection (“FDEP”)
37 and the County.

38
39 (h) Existing Wells. All identified wells that have no future use shall be
40 cement plugged by a duly licensed contractor certified in that discipline.

41
42 (i) Reporting. The Annual Report shall identify if any revision(s) to the
43 KMP have been completed, and if a revision(s) has been completed, a copy of the complete revised
44 KMP shall be submitted as a companion document to the Annual Report in accordance with Section
45 5 of this Development Order.

1 (j) Revisions. Any revision(s) to the KMP shall not be considered an
2 action requiring the filing of a Notice of Proposed Change for an Amendment to the Development
3 Order, but shall require the review and approval of the County and all Applicable Permitting
4 Agencies.

5
6 (3) Ground and Surface Waters.

7
8 (a) GWMP. Prior to the Developer commencing any site development
9 (*i.e.*, grading, clearing or any vertical development, but shall not include rezoning), the Developer,
10 at the Developer's sole expense, shall have a GWMP prepared. The GWMP shall, at the minimum:
11 establish parameters, methodology, sampling frequencies, locations of monitoring sites; document
12 all pre-development baseline conditions; allow for the identification and assessment of long-term
13 statistically significant trends and/or impacts on groundwater systems; and provide for the mitigation
14 of documented or identified impacts to ground and surface water quality. The GWMP shall also
15 include additional specific provisions to monitor the golf courses. The GWMP shall be submitted
16 to FDEP and all Applicable Permitting Agencies for review and approval, with a copy to the County
17 Planning Department.

18
19 (i) The GWMP shall, at a minimum:

20
21 (1.) Adequately document all applicable pre-development
22 baseline water quality parameters and conditions.

23
24 (2.) "Cause for Concern" shall refer to any statistically
25 significant trend that may lead to the degradation of water quality and which would cause FDEP
26 concern (as that term is used in that certain document captioned *DEP/SWD/DRI Environmental Plan*
27 utilized by FDEP). The Developer shall identify and report in writing within 30 days any
28 documented violation of applicable ground/surface water quality standards and shall identify and
29 report in writing within 30 days any identified Cause for Concern. Resulting action can include an
30 expansion of the sampling suite, sampling frequency, mitigation and/or remedial action for the
31 purpose of preventing possible impacts to the surrounding area. Where possible, said report shall
32 identify the source of the degradation and/or violation of FDEP's water quality standards;

33
34 (3.) Include a remediation plan to mitigate any identified
35 Cause for Concern or documented violation of FDEP's water quality standards in accordance with
36 the approved GWMP stemming from or contributed to by any development activity related to the
37 Project. If it is determined that the Development activity is or has been the cause of an identified
38 Cause for Concern or documented violation of FDEP's water quality standards, the report shall
39 include a remediation plan in accordance with the approved GWMP. The remediation plan may
40 include retesting, if appropriate, and shall identify what has been done and is to be done to mitigate
41 or eliminate, as determined by a qualified professional, the Development's contribution to the source
42 of said identified Cause for Concern or documented violation of FDEP's water quality standards in
43 accordance with the approved GWMP. The remediation plan and report, which shall be approved
44 by the Applicable Permitting Agency, shall propose remediation to said identified Cause for Concern
45 or documented violation of FDEP's water quality standards in accordance with the approved
46 GWMP. As part of the remediation plan, the Developer may be required by the FDEP, the County
47 or the SWFWMD to discontinue any activities which significantly contribute to the violation of

1 FDEP's water quality standards. The preparation and implementation of said remediation plan, as
2 approved by all Applicable Permitting Agencies having jurisdiction and the County, shall be at the
3 Developer's sole expense.

4
5 (4.) The Developer acknowledges that Applicable
6 Permitting Agencies may require modifications to the approved GWMP as part of a mitigation plan
7 which the Developer shall prepare at the Developer's sole expense. Any and all such changes shall
8 be reported to the County.

9
10 (5.) Should any noticeable soil slumping or sinkhole
11 formation become evident before or during construction activities, all construction work shall stop
12 in the area of slumping or sinkhole formation and remain stopped in the area of the slumping or
13 sinkhole formation. The Developer shall comply with all applicable permit conditions and shall
14 develop a plan of action including proposed corrective measures to correct matters which are or
15 could become a problem. Once a plan of action and corrective measures are determined, the
16 Developer shall complete the required actions/measures and may then resume construction in the
17 area. Any and all such actions/measures shall be reported to the County and all Applicable
18 Permitting Agencies.

19
20 (6.) Any revision(s) to the GWMP shall not be considered
21 an action requiring the filing of a Notice of Proposed Change for an Amendment to the Development
22 Order, but shall require the review and approval of the County and all Applicable Permitting
23 Agencies.

24
25 (7.) If any revision(s) to the GWMP have been completed,
26 a copy of the complete revised GWMP shall be submitted as a component of the Annual Report in
27 accordance with Section 5 of this Development Order.

28
29 (ii) Installation of Monitoring Wells and Water Quality
30 Monitoring. To ensure the protection of groundwater quality, prior to the Developer commencing
31 any phase of site development, the Developer shall install monitoring wells in accordance with a
32 monitoring plan approved by the FDEP, with a copy of the approved monitoring plan incorporated
33 into the EMP as part of the GWMP. Monitoring shall continue for the term required by Section
34 4(A)(3)(a)(iii) of this Development Order and the reports shall be reported annually to the FDEP, the
35 SWFWMD and Hernando County. Any identified Cause for Concern or documented violation of
36 FDEP's water quality standards shall be reported and remediated in accordance with applicable
37 regulations and the approved GWMP. This information shall be included in the Annual Report in
38 accordance with Section 5 of this Development Order.

39
40 (iii) Ongoing Groundwater Monitoring. As part of the
41 implementation of the GWMP, ongoing groundwater monitoring shall be conducted through the term
42 of this Development Order and for a period of five (5) years following the expiration of this
43 Development Order, unless continued monitoring beyond this period is required by the County or
44 the applicable permitting agency as a result of the Developer's failure to comply with this Section.
45 Following the expiration of this Development Order or extended period of groundwater monitoring
46 by the Developer, whichever is longer, the County, at its sole option and expense, may continue to

1 monitor, or have monitored, such wells it deems appropriate or necessary for the protection of
2 ground water.

3
4 (iv) The Developer, at the Developer's sole expense, shall prepare
5 or cause to have prepared a consolidated groundwater monitoring report for all wells identified in
6 the GWMP. The sampling parameters and sampling frequency must be consistent with the GWMP.
7 The GWMP will be submitted to the FDEP and/or SWFWMD (as appropriate) for their review and
8 approval in accordance with their jurisdictional authority. The monitoring report shall graphically
9 compare on an annual basis the groundwater levels and the water quality information monitored in
10 each monitoring well and provide a summary if any impacts/remediation have occurred during the
11 reporting period.

12
13 (v) The Developer shall begin, or cause to begin, groundwater
14 monitoring and analysis actions consistent with the GWMP prior to the commencement of site
15 development (*i.e.*, grading, clearing or any vertical development, but shall not include rezoning).

16
17 (vi) The Developer shall submit to the County two (2) copies of
18 the groundwater analysis annually with the Annual Report in accordance with Section 5 of this
19 Development Order.

20
21 (vii) All required groundwater monitoring shall be conducted by a
22 qualified professional with all costs borne by the Developer. All reasonable costs necessarily
23 incurred to the County to have the GWMP and Annual Reports reviewed by an outside qualified
24 professional on the County's behalf, prior to acceptance of same, shall be reimbursed by the
25 Developer, including re-sampling or split samples (subject to the cap contained in Section 3(I)
26 above).

27
28 (b) Wetlands.

29
30 (i) The Developer shall protect jurisdictional wetland areas
31 through a combination of: BMPs, SWFWMD permitting criteria, compliance with the rules and
32 regulations of the U.S. Environmental Protect Agency ("EPA") and the FDEP, and National
33 Pollution Discharge Elimination System ("NPDES").

34
35 (ii) The Developer shall ensure that there will be no net loss of
36 jurisdictional wetlands during the development process.

37
38 (iii) Upland buffers adjacent to jurisdictional wetlands, which do
39 not have existing native vegetation acceptable to the County and the Applicable Permitting Agencies,
40 shall be augmented by County approved native plantings. Plantings shall be maintained until the
41 County has approved the success criteria for the vegetative buffer as provided for in the EMP.
42 Annual inspections shall be performed to ensure compliance with the applicable permitting criteria
43 and the EMP.

44
45 (iv) The Developer shall protect on-site surface waters from
46 construction impacts through various measures, including the use of staked hay bales and silt screen
47 fences, in order to protect wetlands from erosion and sediment transport.

1 (v) The Developer shall provide a minimum upland buffer of 50
2 feet around Johnson Pond and 50 feet around a partially forested wetland located in the northwestern
3 portion of the property. These jurisdictional wetlands shall be enhanced through the removal of
4 nuisance species, augmented in accordance with Section 4(A)(3)(b)(iii) above and foraging habitat
5 shall be established for wading birds. In addition, these jurisdictional wetlands and buffers shall be
6 protected through the use of conservation easements.

7
8 (vi) The Developer shall provide an average upland buffer adjacent
9 to jurisdictional wetlands (other than those wetlands addressed in the preceding paragraph) of 25 feet
10 with a minimum wetland buffer of 15 feet except as otherwise specified in this section.

11
12 (vii) To the extent not covered elsewhere in this Development
13 Order, at a minimum, all "jurisdictional" wetlands that are preserved shall be augmented by
14 appropriate aquatic plantings and shall have nuisance species removed if required by the Applicable
15 Permitting Agencies.

16
17 (viii) No activity or construction shall be allowed within wetland
18 buffers except for maintenance activities and passive recreation (unpaved trails, boardwalks, etc.)
19 approved as part of the EMP.

20
21 (c) Flood Plains.

22
23 (i) The Developer shall comply with the County's Floodplain
24 Management Ordinance and Facility Design Guidelines.

25
26 (ii) In the event that re-contouring and/or regrading of land or lands
27 result in the creation of new areas that are flood prone, then no residential dwelling units shall be
28 constructed in these newly created flood prone areas.

29
30 (iii) The Developer shall be required to use the best available data
31 regarding floodplains/flood-prone areas, as made available by, or accepted by the SWFWMD at the
32 time of development permitting.

33
34 (4) Drainage and Stormwater

35
36 (a) SWPPP. As part of the overall EMP, the Developer, at the
37 Developer's sole expense, shall have a SWPPP prepared and which shall be filed with the County
38 at the time of submittal of each set of construction drawing(s) or site plan(s) for the Project. The
39 SWPPP shall include requirements such as: (i) clearing and grading areas only as they are being
40 prepared for construction; (ii) stabilizing areas immediately after construction completion; and, (iii)
41 potential limiting of watering for dust control at the time of construction.

42
43 (b) Stormwater/drainage retention areas. All stormwater and drainage
44 retention areas ("DRAs"), whether 'wet' or 'dry', shall be designed and constructed according to the
45 BMPs and the regulatory requirements of the SWFWMD, the GPO Guidelines, and other provisions
46 of this Development Order which may be applicable. Consistent with Section 4(A)(2)(g) of this
47 Development Order, stormwater (unless such stormwater has been adequately treated in accordance

1 with all applicable BMPs and regulations of the SWFWMD, the FDEP and the County) shall not be
2 discharged into any depression with a direct hydrologic connection to the Floridan Aquifer.

3
4 (c) Low Impact Development. The Project shall incorporate Low Impact
5 Development (“LID”) methods to reduce the impact of nutrients on the environment. These LID
6 methods shall incorporate as many of the following techniques where practical: the use of low
7 impact stormwater design consisting of vegetated swales and buffers prior to discharge of treated
8 stormwater; the use of tree cluster-rain gardens; the integral use of shade trees and open areas to
9 reduce the impacts of paved areas; the use of pervious or porous pavement products; the use of green
10 roofs where feasible; the use of rainwater harvesting techniques such as cisterns and rain barrels; the
11 conservation of natural areas and wetlands; the implementation of pollution prevention; and the use
12 of proper maintenance and public education.

13
14 (d) Soil Borings. Soil borings shall be taken in each DRA to verify the
15 depth of native soil materials over the limerock strata, limestone pinnacle or karst connection. In
16 the event there is less than five (5) feet of native soil material present in a specific DRA, the
17 Developer shall provide to the County a detailed cross-section of the proposed protection
18 methodology for eliminating direct connections in the construction plans for that proposed DRA.
19 The cross-section shall comply with applicable regulatory criteria and establish a minimum
20 separation of five (5) feet of native material between the existing karst feature and the bottom of the
21 pond (DRA), provided, however, if the Developer proposes to line the pond (DRA) with an
22 acceptable clay based material or an approved synthetic liner in accordance with applicable
23 permitting regulations, then the separation requirements set forth herein shall not apply.

24
25 (e) Ponds. All ponds intended for use as reclaimed water or irrigation
26 reservoirs shall be lined with suitable material in accordance with applicable regulatory standards.

27
28 (f) Compliance as Precondition of Permitting. No building permit shall
29 be issued for development unless and until the Developer provides evidence to the satisfaction of
30 the County that adequate drainage/storm water management facilities (designed and constructed in
31 accordance with this Section and the requirements of all Applicable Permitting Agencies) will be
32 available concurrent with the impacts of the Project at the levels of service adopted in the Hernando
33 County Comprehensive Plan and land development regulations.

34
35 (g) Maintenance Program. The minimum components of the maintenance
36 program shall include routine inspection, routine maintenance, periodic removal of accumulated silts
37 and other material, and the ongoing education of maintenance staff.

38
39 (h) Best Management Practices. In addition to meeting all requirements
40 of the regulatory agencies, the Developer shall utilize BMPs to control siltation and prevent turbidity
41 during construction activities. These standards can be achieved by utilizing the best available
42 construction techniques for erosion and sedimentation control, as well as meeting all standards for
43 NPDES permitting.

44
45 (i) Ongoing Inspections. Once the on-site surface water management
46 system is certified to the SWFWMD as being in compliance with all permit requirements, the
47 Developer [and/or a master property owner’s association established in accordance with the adopted

1 CC&Rs] shall conduct regular engineering inspections of the on-site surface water management
2 system as required by all Applicable Permitting Agencies to ensure that the system is being properly
3 maintained in keeping with its design, and is capable of accomplishing the permitted level of
4 stormwater storage/treatment for which it was designed and intended. The results of the regular
5 inspections shall be signed and sealed by the appropriate professional and included in the Annual
6 Report submitted in accordance with Section 5 of this Development Order.

7
8 (5) Soils and Erosion.
9

10 (a) Grading Plan. In order to minimize potential adverse impacts to the
11 existing "undisturbed" areas of the proposed site being sought to be developed, the Developer, at the
12 Developer's sole expense, shall prepare a post-development grading plan that utilizes the pre-
13 development existing natural topography for the site. The grading plan shall be provided to the
14 County at the time of and in connection with each application or request for site development
15 approval. However, notwithstanding the foregoing, this provision shall not apply to any area of the
16 Development which has previously been disturbed by mining activities.

17
18 (b) Site Disturbance/Erosion.
19

20 (i) The Development shall be designed to: (1.) protect or enhance
21 the existing natural topography in undisturbed areas where feasible; (2.) minimize site disturbance
22 in the undisturbed areas where development cannot be avoided; (3.) minimize erosion by
23 construction phasing; (4.) limited or minimize site clearance where performed; (5.) maximize
24 retention of existing native vegetation; (6.) timely re-vegetate cleared areas; and preserve the
25 existing natural grades within the undisturbed areas where feasible.

26
27 (ii) Stem wall, piling or other construction techniques will be
28 utilized in construction of buildings to maintain contours, slopes and grades on building sites where
29 appropriate.

30
31 (iii) The Developer will protect on-site surface waters from
32 construction impacts through various measures, including the use of staked hay bales and silt screen
33 fences, reducing both erosion and sediment transport into wetland areas.

34
35 (iv) The Developer will minimize wind erosion from clearing and
36 grubbing operations by performing such operations only on individual parcels of land where
37 construction is scheduled to proceed.

38
39 (v) The Developer will minimize fugitive dust through sodding,
40 water sprinkling, seeding, mulching or planting of landscaped material in cleared and disturbed
41 areas.

42
43 (6) Additional Requirements for Golf Courses.
44

45 (a) Compliance with All Requirements Prior to Permitting. No
46 development permits shall be issued for the construction of any golf course, or portion thereof,
47 unless and until the Developer demonstrates that such golf course, or portion thereof, proposed for

1 development approval will comply with the following design, construction, maintenance, and
2 monitoring requirements.

3
4 (i) Golf course construction is approved for up to 36 holes
5 provided, however, that the construction of the golf courses may only proceed if the ground and
6 surface water management and monitoring requirements of the Environmental Management Plan (as
7 defined in Section 4(A)(1) above) adequately ensure and demonstrate, to the satisfaction of County
8 staff and Applicable Permitting Agencies, that the environmental performance is adequate to avoid
9 a violation of the (“FDEP’s”) water quality standards or the terms of this Development Order.

10
11 (ii) Prior to golf course construction, a minimum of one soil boring
12 shall be completed for each of the greens (putting area). The soil boring(s) shall be used to verify
13 that a minimum of five feet (5’) of suitable soil cover is maintained between the greens surface and
14 any subsurface limestone rock strata, limestone pinnacles or potential karst connections and to
15 determine subsurface features to a depth of thirty feet.

16
17 (iii) The golf course(s), including non-play areas of the golf courses,
18 will be designed, constructed, and maintained to meet or exceed the equivalent of the Audubon
19 International’s Signature Program’s Natural Resource Management Plan’s Environmental and
20 Design Standards, or another similar program’s environmental and design standards (the “AISP
21 Standards”), which utilize low impact development principles to minimize development impacts,
22 including, but not limited to, the use of spreader swales to reduce the potential for impacts from
23 fertilization and stormwater runoff, the planting of pond littoral shelves and upland conveyance
24 swales.

25
26 (iv) Florida Friendly Design landscape principles shall be
27 incorporated into the golf course design and construction.

28
29 (v) The golf courses’ conformance with the AISP Standards, shall
30 be certified by a duly accredited design professional (authorized to make such certification) and shall
31 be included in each Annual Report prepared in accordance with Section 5 of this Development
32 Order. In the event any golf course(s) does not conform with AISP Standards, then the Developer
33 shall, within thirty days of being advised of such, initiate a plan of action which will achieve
34 conformance with AISP Standards, within the shortest possible time, and provide Hernando County,
35 FDEP, SWFWMD and FWC with a copy of such plan. If it takes longer than six months to achieve
36 such standards of conformance, the Developer shall report to the County and foregoing agencies
37 every two months on the progress of the equivalent standards conformance.

38
39 (vi) Golf courses within areas where the confining layer of
40 overburden has been removed (*i.e.* by the previous mining activities) shall be constructed and
41 managed in accordance with a plan approved by the County and incorporated into the EMP. At a
42 minimum, the plan shall ensure that out-of-play areas and roughs are planted with native ground
43 cover and not subject to fertilizer, chemical or irrigation applications once established; ensure that
44 vertical quarry walls remain in an “as is” condition and are not disturbed during construction; ensure
45 the replacement of a confining layer at a specified thickness and permeability during construction;
46 include a stormwater system that captures and treats all runoff; minimizes the use of maintained in-
47 play areas; the preparation of a water quality risk assessment plan that focuses on the impacts of

1 pesticides and fertilizers; the use of integrated pest management, best turf management, and erosion
2 management best practices; and includes an approved plan for fertilizer, chemical or irrigation
3 applications of maintained in-play areas.
4

5 (b) Construction Within/Adjacent to SPAs. Golf course construction
6 within areas defined by County ordinances as SPAs shall be mitigated through the use of alternative
7 design techniques which demonstrate and achieve a substantially equivalent degree of groundwater
8 protection as required by the GPO and FDEP's regulations. All mitigation shall be subject to County
9 approval, and upon such approval, shall be incorporated within the EMP.
10

1 (7) Project Grounds Maintenance.

2
3 "Managed Areas" shall collectively refer to all maintained areas of the golf courses, all
4 managed areas within open space(s), all common areas, and all parks. The following requirements
5 shall apply to all Managed Areas:
6

7 (a) IPMP and CMP. Prior to the Developer commencing any site
8 development (*i.e.*, grading, clearing or any vertical development, but shall not include rezoning), the
9 Developer, at the Developer's sole expense, shall have both an IPMP and a CMP³ prepared which
10 shall cover all Managed Areas within the Project (as such areas have been identified). The
11 IPMP/CMP shall be submitted to Applicable Permitting Agencies and the County for review and
12 comment or approval. Until such time as the IPMP and the CMP have been approved by the
13 Applicable Permitting Agencies. The Developer shall maintain the IPMP and CMP current and up-
14 to-date for the duration of this Development Order and report on their implementation in the Annual
15 Report in accordance with Section 5 of this Development Order. The following provisions shall
16 apply to the IPMP and CMP:
17

18 (i) The IPMP and the CMP, respectively, shall include the
19 following, at a minimum:
20

21 (1.) Require the use of the U.S. Department of Agriculture -
22 Natural Resources Conservation Service ("NRCS") Soil Pesticide Interaction Rating Guide for the
23 selection of pesticides based on site specific soil conditions for use that have a minimum potential
24 for leaching or loss from runoff. All pesticides and chemicals shall have been approved for use by
25 the U.S. Environmental Protection Agency ("EPA"). Additionally, the nutrient management portions
26 of the IPMP/CMP shall be based upon the NRCS Nutrient Management Standard and shall include
27 the use of soil or leaf tissue analysis to determine needed applications of nutrients.
28

29 (2.) Require that all Managed Areas shall be maintained
30 under the direction of a superintendent(s) who is licensed by the State to use restricted pesticides and
31 who is familiar with and experienced in the principles of integrated pest management. The
32 Developer, with the assistance of the superintendent(s), shall be responsible for ensuring the
33 implementation of the IPMP/CMP.
34

35 (3.) Require prevention, diagnosis, and limited treatment
36 with pesticides. Pesticide application standards shall allow only purposeful and minimal application
37 of pesticides aimed only at identified target species. The use of regular widespread application of
38 broad spectrum pesticides shall be prohibited.
39

40 (4.) The Developer further agrees that during the period of
41 ownership or control of all portions of the Development where the use of pesticides and/or chemicals
42 are necessary for grounds maintenance with those portions of the Development it continues to own
43 or control, such pesticides and chemicals shall be used sparingly and only in accordance with BMPs
44 and the provisions in this Section.

^{3/} IPMP and CMP may be referred to in tandem or severally as the context dictates.

1 (ii) The Annual Report shall identify if any revision(s) to the
2 IPMP/CMP have been completed, and if a revision(s) has been completed, a copy of the complete
3 revised IPMP shall be submitted as a companion document to the Annual Report in accordance with
4 Section 5 of this Development Order.

5
6 (iii) Any revision(s) to the IPMP/CMP shall not be considered an
7 action requiring the filing of a Notice of Proposed Change for an amendment to the Development
8 Order, but shall require the review and approval of the County and all Applicable Permitting
9 Agencies.

10
11 (b) Irrigation of Managed Areas. Potable water shall not be used to
12 irrigate any portion of the Managed Areas.

13
14 (c) Covenants, Conditions and Restrictions. The covenants, conditions
15 and restrictions (“CC&Rs”) shall be recorded, by the Developer at the Developer’s expense, at the
16 time of approval of each final subdivision plat or approved site plan, as applicable for those portions
17 of the Development subject to such plat or site plan. The CC&Rs shall require and/or contain the
18 following:

19
20 (i) The CC&Rs shall require that where the use of pesticides
21 and/or chemicals are necessary for grounds maintenance within the Managed Areas, such pesticides
22 and chemicals shall be used sparingly and only in accordance with the BMPs and the provisions in
23 this Section.

24
25 (ii) The CC&Rs shall prohibit the removal of littoral shelf plants
26 within retention ponds and shall prohibit the removal of vegetation from the wildlife corridor,
27 buffers, and conservation areas.

28
29 (iii) The CC&Rs shall further provide that the 150 acres of the
30 lands designated by Map H for golf course shall be converted to open space for any golf course(s)
31 which is (are) not constructed by the Developer. This “converted” open space shall be over and
32 above the minimum one thousand (1,000) acres of open space required by this Development Order.

33
34 (iv) At the time the Developer seeks any conditional plat or site
35 plan in connection with the development of residential dwelling units intended as “senior age-
36 restricted” units, the Developer shall include such age-restriction as part of the recorded CC&Rs
37 covering those units. Prior to the Developer recording said CC&Rs and at time of conditional
38 platting or submittal of site plan, the Developer shall provide copies of the proposed CC&Rs to the
39 County Planning Department and to the Hernando County School District for their respective review
40 and comment.

41
42 (8) Open Space.

43
44 (a) Minimum Acreage. Open space will cover a minimum of thousand
45 (1,000) acres exclusive of all Managed Areas. Open space may provide for passive recreational
46 opportunities, wildlife movement and/or conservation of natural or protected resources.

1 (b) Areas Designated on Map H for Golf Course but Not Constructed.

2 In addition to the foregoing, all acreage intended to be utilized for maintained areas of golf shall be
3 converted to open space for any and all of those portions of the golf course(s) which are not
4 constructed by the Developer. This “converted” open space shall be over and above the minimum
5 open space required by this Development Order. For purposes of this Development Order,
6 maintained areas of golf shall be the equivalent of one hundred and fifty (150) acres per each 18
7 holes.
8

9 (c) Defined Edge and Perimeter Buffering. As part of the open space

10 system, the Project shall maintain a “Defined Edge” (as described in Section 4(E) of this
11 Development Order below) and Perimeter Buffering around portions of the Project (as identified on
12 Map H) in order to protect surrounding areas. Planting, maintenance and treatment of the “Defined
13 Edge” and Perimeter Buffering shall be addressed in the WHMP.
14

15 (d) The Developer shall provide the County an accounting upon each

16 application for development approval, of the allocation of open space and the status of golf course
17 construction for that portion of development and an accounting of the total cumulative open space
18 at that point in the development process.
19

20 (9) Nature Preserve. A minimum of 300 acres of the mining tailings area located

21 in the southeast portion of the property shall be restored and enhanced with appropriate wildlife food
22 source plants and native vegetation to create and ensure a viable wildlife habitat. In addition, the
23 Developer shall provide a minimum setback buffer of fifty feet (50’) around the Nature Preserve and
24 shall prohibit vertical structures and impervious surfaces in said buffer.
25

26 (10) Wildlife and Vegetation.

27 (a) Wildlife Habitat Management Plan.

28 (i) The Developer, at the Developer’s sole expense, shall have a
29 comprehensive WHMP prepared in accordance with this subsection and which shall be subject to
30 review and approval by the County and all Applicable Permitting Agencies having jurisdiction.
31
32

33 (1.) Designated Wildlife Corridor(s). The Project shall
34 include a viable wildlife corridor with an average width of twenty-eight hundred feet (2,800’)
35 inclusive of the Nature Preserve; however, no width may be less than three hundred feet (300’). The
36 wildlife corridor shall be located as depicted on Map H attached hereto. The wildlife corridor has
37 been established and designated within the Project in connection with this Development Order to
38 provide connectivity to conservation areas adjacent to the site and facilitate the movement of
39 wildlife. Where the designated wildlife corridor crosses open pasture land, native vegetation (trees,
40 shrubs, grasses and ground cover) shall be planted to achieve an opacity dense enough to provide
41 wildlife cover and food source at full growth in accordance with the provisions of the approved
42 EMP. Internal roadways that interconnect separate development pods shall be constructed with
43 wildlife crossings appropriate for the wildlife identified by the WHMP and approved as part of the
44 WHMP. Road crossings within the designated wildlife corridor shall provide for a wildlife
45 underpass in accordance with the approved WHMP. Improved multipurpose trails will not be
46 constructed within the designated wildlife corridors.
47

1
2 (2.) *Wildlife Preservation Areas.* The WHMP shall provide
3 for and designate wildlife habitat preservation areas and implement wildlife habitat enhancement and
4 mitigation measures, as approved in said Plan, in the design and construction of the Development
5 consistent with the requirements of Rule 9J-2.041, Fla. Admin. Code.
6

7 (3.) *Conservation Easements.* Conservation easements
8 pursuant to § 704.06, Fla. Stat., or other appropriate mechanism, shall be designated over tracts at
9 the time of platting or development, as applicable, to protect wildlife habitat preservation areas
10 designated in the WHMP, including wetland preservation areas and conservation and wetland area
11 buffer zones.
12

13 (4.) *Pedestrian Trails.* Designated unpaved (pervious)
14 pedestrian trails may be permitted in wildlife habitat preservation areas. Paved trails shall not be
15 permitted in wildlife habitat preservation areas.
16

17 (5.) *Listed Plant Species.* Listed plant species shall be
18 located or relocated under the supervision of a qualified professional, into habitat preservation areas
19 and open spaces. Listed plant species that can not be incorporated into open spaces, or relocated,
20 must be propagated by an appropriate research institute or organization in accordance with accepted
21 scientific practices.
22

23 (6.) *On-site Mitigation and Preservation Techniques.*
24 Impacts to protected wildlife shall be minimized through the use of on-site mitigation and
25 preservation techniques in accordance with all applicable statutes and regulations, and the WHMP.
26 Wildlife areas within open space corridors shall be preserved. Listed plant and animal species
27 potentially occurring or observed on site shall be surveyed in conjunction with each conditional plat
28 or site plan as applicable. Identified Commensal species, including but not limited to, Gopher Frog
29 shall be included in the survey. The WHMP shall include requirements for the long term funding,
30 management and preservation of plant communities and wildlife and these requirements shall be
31 incorporated within the recorded CC&Rs (i.e. in order to ensure long term funding, management and
32 preservation by the residents and association).
33

34 (7.) *Vegetation in the Wildlife Corridor, the "Defined
35 Edge" and Perimeter Buffering.* The wildlife corridor shall be vegetated with wildlife food source
36 plants. The "Defined Edge" and Perimeter Buffers shall be planted with native vegetation at a
37 minimum opacity of eighty percent (80%) in accordance with Section 4(E) below. This level of
38 opacity shall be achieved through planting which shall range between 4 and 12 feet in height.
39

40 (8.) *Invasive Exotic Species.* Invasive exotic species shall
41 be identified, and the WHMP shall include a comprehensive management plan for the removal of
42 invasive exotic plant species, and the restoration/long term management of native plant communities.
43

44 (9.) *Prescribed Fire Plan.* The WHMP shall include
45 provisions for a prescribed fire plan that ensures the ability to perform prescribed burns on fire
46 dependant plant communities within the site's preserved areas and is consistent with the local
47 Community Wildfire Protection Plan. The CC&R's shall include a notice to future owners that

1 prescribed burning is one of the potential land management techniques that will be used for
2 conservation areas, and that other public and private conservation lands in the vicinity are subject
3 to prescribed burning. All prescribed burning shall be carried out by a Certified Prescribed Burn
4 Manager licensed by the Florida Division of Forestry.

5
6 (10.) *Education of Residents.* Provisions shall be made
7 within the WHMP for the education of residents regarding the importance of habitat preservation
8 areas, introduction of exotic plant pest species, and the long term maintenance and care of habitat
9 preservation and restoration areas.

10
11 (11.) Upon approval of the WHMP by the FWC, in
12 accordance with their jurisdictional authority, and the County, the WHMP shall be incorporated into
13 this Development Order by reference, and the provisions of said WHMP shall be conditions of this
14 Development Order.

15
16 (12.) Any revisions to the WHMP shall not be considered an
17 action requiring the filing of a Notice of Proposed Change for an amendment to the Development
18 Order pursuant to § 380.06(19), Fla. Stat. All proposed revision(s) shall be coordinated with the
19 County.

20
21 (ii) Monitoring. The Annual Report (in accordance with Section
22 5 of this Development Order) shall report on the monitoring, creation and maintenance of habitat
23 preservation areas and identify any proposed revision(s) to the WHMP and the EMP, respectively.
24 Protected plant and animal species found during construction that are not identified in the WHMP
25 shall be treated in accordance with applicable state and federal guidelines, shall be reported to the
26 County and applicable regulatory agencies, and addressed in the Annual Report and/or proposed
27 revision(s) to the WHMP and the EMP, respectively. All required monitoring pursuant to these
28 provisions shall be conducted by a qualified professional with all costs borne by the Developer. All
29 reasonable costs necessarily incurred to the County to have the WHMP and Annual Reports reviewed
30 by an outside qualified professional on their behalf shall be reimbursed by the Developer (subject to
31 the cap contained in Section 3(I) above).

32
33 (iii) The use of pesticides and herbicides within wildlife habitat
34 preserves or management areas shall be consistent with the requirements of the approved WHMP,
35 and shall be included in the IPMP/CMP pursuant to Section 4(A)(2)(f) above. Pesticides with a high
36 toxicity to wildlife shall not be permitted.

37
38 (b) PMP. The Developer shall prepare a PMP for review and approval by
39 the County prior to the issuance of the first building permit. The PMP shall also become part of the
40 deed restrictions and association documents for the Development (i.e. contained within the CC&R's).

41
42 (c) Additional Protection of Vegetative and Wildlife Communities.

43
44 (i) The Developer shall protect native vegetation through site
45 design guidelines that address tree preservation (including dead tree snags and cavity trees), limitation
46 on tree and dead tree snag removal, and the relocation of trees during construction activities within
47 the Development.

1 (ii) Periodic review of saved trees by a certified arborist shall be
2 utilized to identify dangerous trees.

3
4 (iii) Kestrel boxes shall be provided in open spaces and wildlife
5 habitat areas.

6
7 (iv) Wet detention stormwater ponds shall be constructed with
8 vegetated littoral shelves using native plant species to provide for aquatic habitat and to provide for
9 additional foraging habitat for wading birds.

10
11 **★ HISTORICAL PRESERVATION ★**

12
13 (B) HISTORICAL PRESERVATION

14
15 In the event any archaeological artifacts are discovered during Development construction, the
16 Developer shall stop construction in that area and immediately notify the County and the Division of
17 Historical Resources of the Florida Department of State. Proper protection measures, under the
18 supervision of a qualified professional shall be undertaken to the satisfaction of the County and the
19 Division of Historical Resources, and shall be provided by the Developer, consistent with Rule 9J-
20 2.043, Fla. Admin. Code, requirements. In addition, Project personnel shall be notified, through
21 posted advisories or other methods, of the potential for artifact discoveries on the site and to report
22 suspected findings to the Project manager.

23
24 **★ PROJECT PLANNING AND DESIGN ★**

25
26 (C) CHARACTERISTICS OF A “NEW TOWN” AND APPLICATION OF SMART
27 GROWTH PLANNING TECHNIQUES

28
29 (1) “New Town”. The Project shall be developed as a “New Town” (as defined
30 in Rule 9J-5.003, Fla. Admin. Code) which shall substantially incorporate the following features
31 (many of these share characteristics common to “sustainable communities”):

- 32
33 (a) designed to provide a “*Sense of Place*”;
- 34
35 (b) a mix of land uses;
- 36
37 (c) provisions to safeguard environmental resources;
- 38
39 (d) a diversity of housing types and densities;
- 40
41 (e) an employment center;
- 42
43 (f) opportunities for affordable housing;
- 44
45 (g) the use of a “Town Center” containing a focal “Town Square” and with
46 adjacent residential development centered around and connected to the Town Center;
- 47

1 (h) the integration of community uses within the development, including
2 but not limited to schools, civic uses, government facilities, parks, shopping, and employment;

3
4 (i) accommodations for public transit;

5
6 (j) clustered housing in a neighborhood setting to maintain open space;

7
8 (k) open space and neighborhood parks within and among internal
9 communities;

10
11 (l) the interconnection of open spaces and internal communities through
12 the use of open spaces, greenways, trails, bikeways, sidewalks and other measures;

13
14 (m) the use of street designs that encourage pedestrian and bicycle use,
15 discourage high speed traffic, and enhance access between the Town Center and internal
16 communities;

17
18 (n) non-gated communities in the Town Center and the Community
19 Residential Area as depicted or defined on Map H (except for the east side of the golf course and
20 subject to approval by the County);

21
22 (o) maintenance of a definable “edge” around the development to protect
23 surrounding areas;

24
25 (p) the use of landscape designs that utilize native plants, reduce water
26 consumption, and pesticide/herbicide use;

27
28 (q) the provision of a wildlife corridor;

29
30 (r) the protection and preservation of unique features of the site and natural
31 areas;

32
33 (s) the provision for a community intranet site; and,

34
35 (t) provisions for the efficient use of energy and to minimize water use.

36
37 (2) Reporting Requirements. A summary of the Developer’s strategies employed
38 to create, develop and maintain the Project as a “New Town” and the Developer’s success in meeting
39 the foregoing requirements shall be reported in the Annual Report in accordance with Section 5 of
40 this Development Order.

41
42 (D) GREEN DEVELOPMENT

43
44 (1) Building Construction Standards. To promote the development of a quality,
45 sustainable “New Town”, site development and building construction standards shall incorporate the
46 United States Green Building Council’s Leadership in Energy Design (LEED) program, or the Florida
47 Green Building Coalition (FGBC) program, or the Green Building Initiative’s Green Globes program,

1 or any other nationally recognized green building and site development program of equal, or greater,
2 standing approved by the County or the State Department of Management Services or its successor
3 or assigns as applicable. It shall be the objective to meet program levels of certification above the
4 applicable program minimums.

5
6 (2) Programs and Standards. The Project’s building and site design shall
7 incorporate the following programs and rating standards:

- 8
9 (a) The Florida Green Lodging Program*;
10
11 (b) USEPA Energy Star program and standards*;
12
13 (c) Florida Water Star program and standards (gold level)*;
14
15 (d) Dark Skies (Night Sky Protection) initiatives*; and,
16
17 (e) Florida Yards and Neighborhoods program and standards*.

18
19 [*Note: In lieu of any one or more of the stated programs/initiatives
20 listed above, the Developer may use a substitute green building/site
21 development program/initiative of equal or greater state or nationally
22 recognized standing which accomplishes the same objective].
23

24 (3) Education Program. The Developer shall establish a program to educate
25 builders and homeowners on the benefits of “Green Development.”
26

27 (4) Zero Energy Home. One (1) Zero Energy Home (ZEH) model will be built in
28 the Project to feature and promote zero energy efficiency housing.
29

30 (5) Reduced Impact Alternatives. The Project shall utilize alternatives, where
31 practical, to impervious pavement (the use of porous pavement products), utilize low impact
32 stormwater design (LID) techniques, and consider the integral use of shade trees and open areas to
33 reduce the impact of large expanses of impervious pavement.
34

35 (6) Recycling. The Project shall allow for mandatory recycling when instituted
36 by the County, and will consider instituting a community recycling and yard waste program.
37

38 (7) Irrigation. The Developer shall institute measures and techniques to reduce
39 dependency on potable water use for irrigation as required by this Development Order including not
40 using potable water to irrigate the Managed Areas or the golf courses.
41

42 (8) Water Conservation. In connection with the approved EMP, the Developer
43 shall develop a program to institute water conservation programs.
44

45 (9) Community Gardens. Community restrictions (CC&R’s) will not prohibit the
46 use of common land or open space for community gardens.
47

1 (10) Ongoing Efforts. Recognizing that green, energy efficient alternatives and
2 technology is important and rapidly evolving, the Developer shall continue to evaluate alternatives
3 and create a green building program of options for residential and nonresidential development in the
4 Project.
5

6 (11) Development Patterns. The Project shall be designed to include compact
7 development tracts interconnected by pedestrian greenways and multipurpose trails to reduce the
8 dependence on automobile usage and greenhouse gas emissions while promoting energy efficiency
9 and sustainable lifestyles.
10

11 (12) Reporting Requirements. A summary of the “Green Development” strategies
12 employed and the Developer’s success in meeting all of the foregoing requirements shall be reported
13 in the Annual Report in accordance with Section 5 of this Development Order.
14

15 (E) “DEFINED EDGE”; PERIMETER BUFFERING
16

17 (1) Purpose. The primary purpose of the “Defined Edge” and Perimeter Buffers
18 are: to create a clear transition from urban to rural land uses; to define the ending for urban
19 development and the beginning of rural land uses; to establish a visual and physical separation
20 between the Project and surrounding land uses; and, to minimize the potential for future land use
21 conflicts around the Project. The “Defined Edge” and Perimeter Buffer shall be established and
22 located as shown on Map H.
23

24 (2) Residential Densities. The Project will achieve a transition of land use
25 intensity so that higher residential density land uses are located internally and lower density
26 residential uses are located adjacent to the “Defined Edge” in accordance with the standard cross
27 sections set forth on Map H.
28

29 (3) Visual Buffering Adjoining Rural Areas. Where natural vegetation does not
30 exist or does not achieve an 80% opacity year round in the areas denoted as the Defined Edge and
31 Perimeter Buffer (as shown on Map H), the Developer shall plant, or cause to be planted, a variety
32 of native vegetation, including native canopy trees, understory trees, bushes, shrubs, and groundcover
33 that will provide a food source for wildlife and create a buffer that upon planting will achieve 80%
34 opacity prior to development adjacent to the edge so as to screen the view of the development from
35 adjoining properties year round.
36

37 (4) Notification to Project Residents. Residents of the Project in close proximity
38 to the northern boundary of the Project will be provided with notification in their deed, that
39 agricultural operations exist adjacent to the Project boundaries.
40

41 (F) NOISE AND LIGHT
42

43 (1) Noise. To minimize the impacts on nearby rural and residential areas from golf
44 course maintenance equipment, the Developer shall use golf course maintenance equipment that
45 complies with applicable U.S. Environmental Protection Agency noise pollution standards and the
46 Hernando County Noise Ordinance.
47

1 (2) Light. Lighting throughout the Development shall be designed in order to
2 shield the night sky, and shall be modeled after the International Dark Sky Association standards.
3 Street and parking lot lighting will use mechanisms to reduce light pollution such as full cutoff
4 fixtures to prohibit light from shining upwards, reducing lighting during nonoperating hours, low
5 intensity lighting and other acceptable features. Greenway corridors, trails, conservation areas and
6 wildlife corridors will be unlit, or lit to the extent necessary for safety during use.

7
8 **★ HOUSING ★**

9
10 (G) HOUSING MIX; RESIDENTIAL DENSITIES; CLUSTERING; COMMUNITY
11 AND NEIGHBORHOOD RESIDENTIAL DESIGNATED AREAS

12
13 (1) Housing Mix. The Project shall include a variety of housing types, flexible lot
14 sizes, flexible setbacks, and a range of densities. Housing types may include, but are not limited to,
15 traditional single family residences, town homes, zero-lot line configurations, condominiums,
16 duplexes, patio homes, and apartments.

17
18 (2) Provisions for Accessory Units. The CC&Rs shall allow for “granny flats” and
19 mother-in-law apartments that are consistent with community and neighborhood architectural
20 standards. Granny flats and mother-in-law apartments which are an accessory use to a residential unit
21 shall not be separately counted as an additional residential unit for the purpose of determining
22 maximum or minimum allowable densities under this Development Order.

23
24 (3) Density. The Project shall be developed such that compact higher density
25 residential development is situated in proximity to the Town Center and Business Park land uses.

26
27 (4) Clustering. The Project shall incorporate density clustering concepts to
28 conserve open space and natural areas.

29
30 (5) Community Residential Designated Area. The Community Residential (“CR”)
31 designated area(s), as generally depicted on Map H, shall have a minimum average residential density
32 of 6 units per Net Residential Acre⁴ on a minimum of 400 Net Residential Acres. Neighborhoods
33 within the CR designated area shall utilize clustering and have a diversity of housing types, densities
34 and sizes. Each neighborhood within the CR designated area shall be sized and designed to ensure
35 that residences are within ½ mile walking distance of a nonresidential or recreation use to provide

⁴/ “Net Residential Acreage” shall be calculated [defined] by excluding right-of-way, wetlands, stormwater management areas, environmental preservation areas, and common areas. Environmental preservation areas such as wildlife habitat, karst features, conservation areas, a wildlife corridor and other environmentally sensitive lands shall only be excluded if the lands are designated on MAP H as such or are dedicated to the County or other public agency through a conservation easement. Common areas such as parks, buffers, and Managed Areas shall only be excluded if publicly owned or committed to a Homeowner’s Association (HOA) formed pursuant to Chapter 720, Florida Statutes.

1 access to basic goods, services or amenities, to promote an attractive and functional mix of land uses
2 and to achieve an energy efficient land use pattern.

3
4 (6) Neighborhood Residential Designated Area. The Neighborhood Residential
5 (“NR”) designated area(s), as generally depicted on Map H shall be designed to promote pedestrian
6 activity and to facilitate the multi-modal transportation policies of the Project’s New Town. The NR
7 designated area (s) shall consist of integrated and interconnected neighborhoods designed around
8 parks, open spaces and golf courses. There will be a maximum of 1,500 detached single family units
9 within the NR area.

10
11 (7) Home-Based Business. The CC&Rs shall allow for home-based businesses
12 in residential areas of the Project. The restrictions may require that the home-based business does not
13 violate community architectural guidelines, that the home-based business does not generate traffic
14 nor require parking for clients, vendors or business vehicles.

15
16 (H) AFFORDABLE HOUSING

17
18 (1) In furtherance of the Developer’s requirement to provide for adequate housing
19 pursuant to Rule 9J-2.048, Fla. Admin. Code, as such section may be amended or renumbered, a
20 minimum of 12.5% of the total units constructed shall be for affordable or workforce housing as
21 described in this Section. Affordable Housing shall be provided at the rate of 12.5% within both
22 Phase 1 and Phase 2 of development, and shall not be back loaded at the end of the Project or a
23 particular Phase. If a particular Phase includes more than 12.5%, then the requirement shall be
24 reduced proportionately. The Developer shall maintain a current and up-to-date schedule regarding
25 the provision of affordable housing for the duration of this Development Order and report on the
26 implementation in the Annual Report in accordance with Section 5 of this Development Order. The
27 Developer shall establish mechanisms and restrictions to ensure affordability of such units for a
28 minimum period of twenty (20) years from the date of occupancy. The mechanisms and restrictions
29 to ensure affordability shall be approved by the County.

30
31 (2) A minimum of 2.5% of the total residential units within the Project shall be
32 affordable (rental or owned) to households that have a total annual gross income that does not exceed
33 100% of the median annual income of Hernando County (as part of the Tampa-St. Pete-Clearwater
34 MSA) adjusted for family size.

35
36 (3) A minimum of 5.0% of the total residential units within the Project shall be
37 affordable (rented or owned) to households that have a total annual gross income that does not exceed
38 120% of the median annual income of Hernando County (as part of the Tampa-St. Pete-Clearwater
39 MSA), adjusted for family size.

40
41 (4) A minimum of 5.0 % of the total residential units within the Project shall be
42 affordable (rented or owned) to households that have a total annual gross income that does not exceed
43 140% of the median annual income of Hernando County (as part of the Tampa-St. Pete-Clearwater
44 MSA), adjusted for family size.

45
46 (5) The calculation used to determine this requirement is that monthly rents, or
47 monthly mortgage payments including property taxes and insurance, do not exceed 30 percent of that

1 amount which represents between 100 and 140 percent, as applicable, of the median adjusted gross
2 annual income for the households within the Metropolitan Statistical Area (this case-Tampa-St.
3 Petersburg-Clearwater), divided by 12.
4

5 (6) All affordable units shall be visually compatible with the market rate units,
6 shall be integrated within the Project and not concentrated in one location, and shall be convenient
7 to common open spaces, shopping, employment, trails, public facilities and other Project amenities.
8

9 (7) Reporting Requirements. A summary of the affordable housing strategies
10 employed and the Developer's success in meeting foregoing requirements shall be reported in the
11 Annual Report in accordance with Section 5 of this Development Order.
12

13 (I) JOBS TO HOUSING BALANCE
14

15 (1) Prior to the issuance of the 1000th residential building permit for the
16 Development, infrastructure shall be constructed in the Town Center to provide an initial phase of
17 "development ready sites" (the Town Center is described in Section 4(J) below). The minimum size
18 of the initial phase shall be no less than fifty (50) acres. Thereafter, as these initial "development
19 ready sites" are taken out of inventory, additional Town Center infrastructure shall be constructed to
20 provide a continuous supply of "development ready sites" such that development of the Town Center
21 can occur in a logical progression consistent with the development of the overall Project.
22

23 (2) Prior to the issuance of the certificate of occupancy for the 2001st residential
24 unit, a minimum of 60,000 square feet of commercial including office uses shall have been
25 constructed or under construction within the Development.
26

27 (3) Prior to the issuance of the certificate of occupancy for the 2001st residential
28 unit, a minimum of 100,000 square feet of allowed uses shall have been constructed or under
29 construction within the Business Park (the Business Park is described in Section 4(L) below.)
30

31 (4) Prior to the issuance of the certificate of occupancy for the 3501st residential
32 unit, a minimum of 120,000 square feet of commercial including office uses shall have been
33 constructed or under construction within the Development.
34

35 (5) Prior to the issuance of the certificate of occupancy for the 3501st residential
36 unit, a minimum of 200,000 square feet of allowed uses shall have been constructed or under
37 construction within the Business Park (see 4(L) below).
38

39 (6) Prior to the issuance of the certificate of occupancy for the 4601st residential
40 unit, a minimum of 200,000 square feet of commercial including office uses shall have been
41 constructed or under construction within the Development.
42

43 (7) Prior to the issuance of the certificate of occupancy for the 4601st residential
44 unit, a minimum of 400,000 square feet of allowed uses shall have been constructed or under
45 construction within the Business Park (See Section 4(L) below).
46
47

★ TOWN CENTER AND COMMERCIAL USES ★

(J) TOWN CENTER

(1) Town Center Components. The Project shall include a town center (the "Town Center") as the major focal point of the "New Town" and which shall be comprised of a minimum of 200 acres. Density within the Town Center shall average a minimum of 10 units per Net Residential Acre (as previously defined in Footnote 5) on a minimum of 80 Net Residential Acres. Residential uses within the Town Center shall be located within a ½ mile walking distance of a commercial, civic, employment or institutional use. Commercial including office uses within the Town Center shall be a minimum of 200,000 square feet. Minimum intensity for commercial development shall be .25 floor area ratio (FAR).

(2) The Town Center shall incorporate the following features and design components:

- (a) a "Town Square" which shall include a landscaped "Green";
- (b) a mix of land uses, both vertically and horizontally, including the use of upper levels on nonresidential buildings for office and residential uses;
- (c) inclusion of civic uses, school uses, parks, housing, and neighborhood shopping;
- (d) the optional inclusion of religious, institutional and governmental uses;
- (e) a variety of housing types at more compact densities around the Town Center;
- (f) development at a "*Pedestrian Scale*";
- (g) the use of "neo-traditional" design elements for both nonresidential and residential areas, which may include the use of a "grid pattern" for streets;
- (h) the use of architectural features that provide for visual interest through the use of zero setbacks, angles, overhangs, cornices, parapets, awnings, canopies, front porches and balconies;
- (i) the use of design guidelines so that streets, buildings, and public spaces create a strong sense of place;
- (j) the orientation of buildings towards streets and pedestrian friendly areas;
- (k) utilization of open or civic space as a focal point;
- (l) The use of on street parking, where appropriate;

- 1
2 (m) wider sidewalks within shopping areas and interconnected walkway
3 systems throughout;
4
5 (n) shared or structured parking areas with parking located at the rear of
6 buildings;
7
8 (o) the use of intermittent landscaping and trees to provide visual relief and
9 shade;
10
11 (p) the use of street furniture and street-scape elements within shopping
12 areas;
13 (q) the integration of future transit opportunities in the design;
14
15 (r) architectural standards for signage; and,
16
17 (s) the use of underground utilities and infrastructure, including but not
18 limited to, electric, cable, telephone.

19
20 (2) Adoption of Architectural Guidelines. The Developer shall develop
21 architectural guidelines for review by the County, which shall become part of the CC&R's for the
22 development. Proposed changes to the adopted guidelines shall be reported in the Annual DRI
23 Report. Development within the Town Center shall comply with the adopted guidelines
24

25 (3) Residential Gating. Residential development within the Town Center and the
26 Community Residential (CR) designated area as depicted or defined on Map H (except for the east
27 side of the golf course and subject to approval by the County) shall not be gated.
28

29 (4) Scheduled Cleaning of Streets and Common Areas. The Developer shall
30 undertake a regularly scheduled vacuum sweeping of all common streets and parking areas within the
31 Town Center and adjoining Highway Commercial Area.
32

33 (5) Master Planning and Infrastructure. To promote development of the Town
34 Center, the Developer shall provide a master plan for the Town Center for County review and
35 approval prior to the issuance of the 800th residential building permit. Infrastructure necessary for
36 the Town Center shall be constructed in order to provide development ready sites prior to issuance
37 of the 1,000th residential building permit. Secondary access roads along with all required utilities and
38 communications infrastructure (those internal to the Town Center) shall be designed, permitted and
39 constructed by the Developer as existing sites are taken out of inventory in order to provide additional
40 development ready sites and to maintain a logical progression of Town Center development consistent
41 with the development of the overall Project.
42

43 (6) Additional Town Center Development. The Developer may increase the total
44 amount of commercial square feet allowed within the Town Center by decreasing an equivalent
45 amount (square foot for square foot) of Highway Commercial as described in Section (4)(N) above.
46 Any change to the Town Center shall be reported in the Annual Report in accordance with Section
47 5 of this Development Order. Any significant change in the size or the configuration of the Town

1 Center shall also be shown on a revised Map H at the time of the Annual Report. Notwithstanding
2 the foregoing, any increase to the size or configuration of the Town Center pursuant to this provision
3 (and subject to an equivalent reduction of Highway Commercial square feet) shall not be considered
4 an action requiring the filing of a NOPC and shall not be deemed a substantial deviation to this
5 Development Order.

6
7 (7) Reporting Requirements. A summary of the Developer's strategies employed
8 to develop and fill the Town Center, any proposed increase to the size of the Town Center, and the
9 Developer's success in meeting all of the foregoing requirements shall be reported in the Annual
10 Report in accordance with Section 5 of this Development Order.

11
12 (K) HIGHWAY COMMERCIAL DEVELOPMENT

13
14 (1) Highway Commercial. The Project shall include highway oriented commercial
15 uses at the intersection of Quarry Boulevard and Highway 98 as depicted on Map H (the "Highway
16 Commercial"). The maximum intensity for the Highway Commercial shall be three hundred and
17 fifteen thousand (315,000) square feet and development of this area shall be oriented toward the
18 development of a medium to large retail center to serve the grocery and commodity shopping needs
19 of the Project and surrounding area. While generally automobile-oriented, the Highway Commercial
20 shall be interconnected with the Town Center and other internal communities through the use of open
21 spaces, greenways, trails, bikeways, sidewalks and other measures.

22
23 (2) Buffering and Transition. The Highway Commercial development shall also
24 be differentiated from the Town Center by design features that provide for an appropriate buffer or
25 a transition of uses.

26
27 (3) Reporting Requirements. A summary of the Developer's strategies employed
28 to develop and fill the Highway Commercial and the Developer's success in meeting foregoing
29 requirements shall be reported in the Annual Report in accordance with Section 5 of this
30 Development Order.

31
32 (L) BUSINESS PARK AND EMPLOYMENT CENTER

33
34 (1) Uses and Intensities. The Project shall include a business park and
35 employment center to accommodate a minimum of 850,000 square feet of building space and shall
36 be a minimum of 85 acres and a maximum of 125 acres (the "Business Park"). The Business Park
37 shall include a mix of business uses, including, but not limited to administrative offices, wholesaling,
38 warehouse, distribution, research and development, back office operations, business incubators,
39 publishing, data processing, corporate headquarters, and light manufacturing activities. The purpose
40 of the Business Park is to provide space for primary industries (defined as business and industries that
41 primarily serve the markets outside Hernando County) and employment opportunities.

42
43 (2) Expansion Parcel. The Developer shall reserve an additional 40 acres of land
44 (the "Expansion Area") contiguous to the Business Park in the event that the Business Park, as
45 planned and developed, cannot accommodate the entire 850,000 square feet of building space within
46 the original 85 acre footprint. The absorption rate of the Business Park floor area shall be monitored
47 during development to determine whether the Expansion Area, or portions thereof, will be necessary

1 to accommodate 850,000 square feet of building space. Any portion of the Expansion Area not
2 required for the Business Park use may be allocated to the Town Center land use.

3
4 (3) Connectivity. The Business Park shall be interconnected with the Town Center
5 and the internal communities of the Project, including residential, through the use of open space,
6 greenways, trails, bikeways, sidewalks and other measures.

7
8 (4) Master Planning and Infrastructure. To promote development of the Business
9 Park, the Developer shall provide a master plan for the Business Park for County review and approval
10 prior to the issuance of the 800th residential building permit. A spine road (defined as the east/west
11 collector road extending from Citrus Way to the western edge of the Town Center) shall be
12 constructed along with all required utility and technology infrastructure (voice and data) in order to
13 provide development ready sites prior to issuance of the 1,500th residential building permit.
14 Secondary access roads along with all required utilities and communications infrastructure (those
15 internal to the Business Park) shall be designed, permitted and constructed by the Developer as
16 existing sites are taken out of inventory in order to provide additional development ready sites and
17 to maintain a logical progression of Business Park development consistent with the development of
18 the overall Project.

19
20 (5) Additional Business Park Center Development. The Developer may increase
21 the amount of square feet within the Business Park by up to an additional 200,000 square feet
22 (“Additional Business Park Development”) provided that the Developer is able to demonstrate – using
23 professionally acceptable traffic methodology and industry standards – to the adequate satisfaction
24 of the County and the Florida Department of Transportation (“FDOT”) that the proposed additional
25 square feet (not to exceed 200,000) within the Business Park does not increase weekday P.M. Peak
26 Hour External Trips by more than five percent (5.0%) or, if so, is otherwise mitigated through an
27 appropriate transportation mitigation agreement. Any increase or configuration of the Business Park
28 shall be reported in the Annual Report in accordance with Section 5 of this Development Order. Any
29 significant change in the size or the reconfiguration of the Business Park shall also be shown on a
30 revised Map H at the time of the Annual Report. Notwithstanding the foregoing, any increase to the
31 size or configuration of the Business Park pursuant to this provision shall not be considered an action
32 requiring the filing of a NOPC and shall not be deemed a substantial deviation to this Development
33 Order.

34
35 (6) Reporting Requirements. A summary of the Developer’s strategies employed
36 to develop and fill the Business Park, current estimates on the need to utilize the Expansion Area, and
37 the Developer’s success in meeting all of the foregoing requirements shall be reported in the Annual
38 Report in accordance with Section 5 of this Development Order.

39
40 **★ RESORT DEVELOPMENT ★**

41
42 (M) RESORT DEVELOPMENT AREA

43
44 (1) Resort Development Area. The Project may include and designate areas for
45 resort/lodging and uses for tourists and non permanent residents (the “Resort Development Area”).
46 Uses in connection with the Resort Development may include, but are not limited to, club and/or
47 resort facilities, passive recreation, tennis, spa and/or fitness center, convention facilities, ancillary

1 dining facilities, swimming pools, up to two hundred (200) hotel/motel units, resort residential,
2 residential and commercial/office with a minimum of 5,000 square feet of gross floor area and a
3 maximum of 10,000 square feet of gross floor area, provided that the maximum number of residential
4 units for the Project as allowed under this Development Order is not exceeded.

5
6 (2) Additional hotel/motel units. The Developer may increase the number of
7 hotel/motel units by up to an additional two hundred (200) hotel/motel units by reducing an equal
8 number of single family units from the total housing mix. In other words, one (1) single family
9 housing unit shall be the equivalent of one (1) hotel/motel unit. Any change to the housing mix shall
10 be shown in the tables on a revised Map H and shall be reported in the Annual Report in accordance
11 with Section 5 of this Development Order however, any increase to the number of hotel/motel units
12 pursuant to this provision shall not be deemed a substantial deviation to this Development Order. The
13 additional hotel/motel units may be located in either the Resort Development Area, the Town Center
14 or Highway Commercial.

15
16 **★ MINING ★**

17
18 (N) MINING OPERATIONS

19
20 (1) Mining Operations. All mining operations within the Project shall cease to
21 operate no later than the end of 2018 in accordance with the terms of the approved Master Mining
22 Plan (“MAMPA”) and Mining Operation Plan (“MOPA”).

23
24 (2) Blasting. To the extent that the Developer or the mine operator performs any
25 blasting at the mine, residents of the Project shall be properly notified in advance of such blasting.
26 The Developer shall direct initial development away from areas where blasting or mining will be
27 continuing.

28
29 (3) Access to Mining Operations. Mining operations shall maintain a separate
30 point of access for ingress and egress from the Project and mining traffic shall not mix internally with
31 Project traffic.

32
33 (4) Reporting. Any changes to MAMPA or the MOPA and the current status of
34 ceasing mining operations shall be reported annually in the Annual Report in accordance with Section
35 V of this Development Order.

36
37 **★ INFRASTRUCTURE AND SERVICE DELIVERY ★**

38
39 (O) WATER SUPPLY AND CONSERVATION

40
41 (1) Water Supply.

42
43 (a) The Developer and the Hernando County Utilities Department have
44 agreed on a document entitled QUARRY PRESERVE WATER AND SEWER SERVICE
45 AGREEMENT (the “W&S Agreement”) regarding the location and improvement of water and sewer
46 infrastructure relative to the Development. A true copy of this Agreement is attached as **Exhibit D**
47 to this Development Order and shall be incorporated by reference and made a part hereof. Upon

1 adoption of this Development Order, the Chairperson of the BOCC shall execute the W&S
2 Agreement on behalf of the County (a true copy of the W&S Agreement as executed by the Developer
3 and the County shall replace the unsigned version of **Exhibit D** hereto).

4
5 (b) No extension. No extension of the Project's water facilities shall be
6 designed, constructed or permitted by the Developer or in connection with the Development to service
7 the area North or East of the Project, unless specifically requested by the County. Nor shall any
8 Project internal infrastructure be sized to accommodate any demand beyond that of the Project unless
9 specifically requested by the County.

10
11 (c) Neighboring Wells. The Developer, as to all wells under its control,
12 shall comply with the SWFWMD rules and regulations in regard to any material adverse impacts, if
13 any, on the existing wells of neighboring property owners, resulting directly from water withdrawals
14 associated with the Development. Any adverse impacts identified for the period such well or wells
15 are under the Developer's control, along with recommended mitigation standards, shall be provided
16 in the Annual Report in accordance with Section 5 of this Development Order.

17
18 (d) The Developer shall be liable for all connection fees and other fees and
19 costs in accordance with the terms of the W&S Agreement.

20
21 (e) A potable water wellfield and treatment plant shall be developed on the
22 Project to serve the development. If required by the County, the facilities shall be incorporated into
23 the Hernando County Utilities Department's Northwest Utilities Service Area.

24
25 (f) Individual wells for potable water use shall not be permitted, unless
26 required for golf course convenience stations and similar accessory uses as approved by the County.

27
28 (g) The Development shall be phased to correspond to the availability of
29 potable water services consistent with the Water and Sewer Agreement.

30
31 (2) Water Conservation. The Developer shall utilize all of the following water
32 conservation techniques:

33
34 (a) Minimum flush volume toilets will be standard in all residential and
35 non-residential construction.

36
37 (b) Water-saver shower heads will be used for all residential construction,
38 and used where applicable in non-residential construction.

39
40 (c) Automatic shut-off faucets will be used in all non-residential
41 construction.

42
43 (d) Rain sensors in conjunction with Soil Moisture sensors will be installed
44 on all residential, non-residential and common area irrigation systems.

1 (e) Low-volume irrigation spray heads as well as drip systems will be used
2 where appropriate for residential, non-residential and common area landscaping. Residents will be
3 required to use water-conserving devices for additions they might make to their irrigation systems.
4

5 (f) Drought tolerant landscaping shall be utilized. The Developer will
6 ensure that all landscape design and maintenance throughout the Development on Developer
7 maintained property conforms to the lawn and landscape practices of the Florida Yards and
8 Neighborhoods Program, as implemented by the University of Florida Cooperative Extension Service.
9

10 (g) High maintenance turf areas on the golf course shall be minimized.
11

12 (h) The Developer shall ensure that all golf course irrigation systems
13 operated for Developer controlled areas utilize and maintain computerized irrigation based on weather
14 station information, moisture sensing systems to determine existing soil moisture, evapotranspiration
15 rates, and zone control to ensure water conservation.
16

17 (i) The Developer shall include in the CC&Rs the requirement that
18 irrigation systems installed for single-family residences in the Development and fertilizer and
19 pesticides practices conform to the Florida Yards and Neighborhood Program standards at the time
20 of initial installation of the irrigation system.
21

22 (j) The Developer shall establish restrictions on the percentage of high
23 maintenance landscape and turf areas such as St. Augustine grass.
24

25 (k) Grounds Maintenance Staff Education. The Developer shall ensure that
26 the Development's grounds maintenance staff and/or landscape installation/maintenance firms are
27 trained and educated in the practices mandated by the Florida Yards and Neighborhoods Program.
28 The staff and/or firms shall ensure that ongoing landscape maintenance activities will continue to
29 adhere to such program. Status reports on the grounds maintenance staff and landscape
30 installation/maintenance firms education program shall be provided in the Annual Report in
31 accordance with Section 5 of this Development Order.
32

33 (l) Resident Education. The Developer shall provide water use education
34 programs and materials to Development residents and highlight the role of residents in the protection
35 of the ground and surface water resources. The programs shall include periodic workshops, at least
36 annually, to foster the lawn and landscape practices of the Florida Yards and Neighborhood Program,
37 and for the distribution of educational materials on landscape maintenance, water conservation
38 practices, chemical use and disposal including the effect of nitrates/nitrites on groundwater quality,
39 and other activities that could impact local and regional water resources. The program(s) shall be
40 coordinated with the Hernando County Agricultural Extension Service. Status reports on the water
41 use education program shall be provided in the Annual Report in accordance with Section 5 of this
42 Development Order.
43

44 (m) The Project shall institute other measures and techniques as appropriate
45 to reduce dependency on potable water use for irrigation.
46

47 (3) Monitoring.

1 (a) As part of the GWMP (described in Sections 4(A) above), the
2 Developer shall monitor for the impacts upon the Project's well field and private potable wells.

3
4 (b) The monitoring program shall be established prior to the initiation of
5 the construction of infrastructure, and a summary of the monitoring reports during the year shall be
6 provided in the Annual Report in accordance with Section 5 of this Development Order.

7
8 (P) WASTEWATER, EFFLUENT REUSE AND SOLID WASTE

9
10 (1) Wastewater.

11
12 (a) The Developer's obligations regarding wastewater and reuse water are
13 contained in the W&S Agreement referenced above (**Exhibit D**).

14
15 (b) No extension. No extension of the Project's wastewater facilities shall
16 be designed, constructed or permitted by the Developer or in connection with the Development to
17 service the area North or East of the Project, unless specifically requested by the County. Nor shall
18 any Project internal infrastructure be sized to accommodate any demand beyond that of the Project.

19
20 (c) The Developer shall be liable for all connection fees and other fees and
21 costs in accordance with the terms of the W&S Agreement.

22
23 (d) The use of a centralized wastewater treatment system, in the form of
24 a package plant, shall be limited to .250 MGD, at which time the plant shall be dismantled and put
25 out of service in accordance with all federal, state, regional and local regulations/requirements, and
26 the facilities shall be incorporated into the Hernando County Utilities Department's Northwest
27 Utilities Service Area.

28
29 (e) Septic systems for wastewater disposal shall not be permitted, unless
30 required for golf course convenience stations and similar accessory uses as approved by the County.

31
32 (f) Development shall be phased to correspond to the availability of
33 wastewater treatment services consistent with the Water and Sewer Agreement.

34
35 (2) Effluent Reuse.

36
37 The Developer, to the maximum extent available, shall utilize reuse effluent to irrigate the golf
38 courses and common area landscaping. However, nothing herein is intended to prevent the use of
39 effluent, to the extent excess effluent is available, for residential and commercial irrigation within the
40 Development.

41
42 (3) Solid Waste.

43
44 (a) The Project shall be deemed an Universal Collection Service Area,
45 pursuant to Sec. 14-46(d) of the Hernando County Code of Ordinances (as same may be amended or
46 renumbered from time to time), for purposes of the pick-up and disposal of solid waste and
47 recyclables.

1 (b) The Project shall identify small quantity waste generators in accordance
2 with County rules and procedures at the time of permitting.

3
4 (c) The Project will phase development to correspond with the availability
5 of solid waste disposal facilities by the County.

6
7 (Q) FIRE AND LAW ENFORCEMENT

8
9 (1) Fire.

10
11 (a) Definitions. As used herein, "Thrasher Road Fire Station" shall mean
12 the fire station currently in the County's long-range capital improvement plans for location in the
13 proximity of Thrasher Road and the major Progress Energy transmission line (approximately 4 miles
14 to the west of the Project). "Required Capital Expenditures" for the "Thrasher Road Fire Station"
15 shall include the costs of the land, structure, and equipment, including fire trucks.

16
17 (b) Impact Fees. The Developer shall be required to pay fire/rescue impact
18 fees in accordance with the County's "Fire Protection and Emergency Medical Services Capital
19 Facilities Impact Fees Ordinance" as presently codified in Chapter 23, Article III, Division 1 of the
20 Hernando County Code of Ordinances except as provided for herein:

21
22 (i) Fire/rescue impact fees will be collected as provided by the
23 County Fire/Rescue Impact Fee Ordinance up to the approval of the building permit for the 1,000th
24 dwelling unit in Quarry Preserve. After the 1,000th dwelling unit, the following shall apply:

25
26 (1.) If, at the time of the approval of the building permit for
27 the 1001st dwelling unit in Quarry Preserve, the County has constructed the "Thrasher Road Fire
28 Station", then impact fees will continue to be collected as provided by County ordinance through
29 buildout.

30
31 (2.) If, at the time of the approval of the building permit for
32 the 1001st dwelling unit in Quarry Preserve, the County has not commenced construction of the
33 "Thrasher Road Fire Station," impact fees shall continue to be collected as provided by County
34 ordinance until such time as the County commences construction of the "Thrasher Road Fire Station"
35 and the County has completed construction/extension of Thrasher Road to U.S. 98, then the
36 Developer shall make a payment of \$225,960.00 or the total remaining sum due for future fire impact
37 fees for the Development, whichever is less, toward the "Required Capital Expenditures" for the
38 "Thrasher Road Fire Station."

39
40 (ii) At the time of the approval of the building permit for the 1001st
41 dwelling unit in the Development, if the County has completed the Thrasher Road extension and
42 commenced construction – but has not completed the "Thrasher Road Fire Station" – then the
43 Developer shall make a payment toward the Required Capital Expenditures for the "Thrasher Road
44 Fire Station" equal to the actual amount of Required Capital Expenditures needed to complete the
45 "Thrasher Road Fire Station." However, in no event shall this amount exceed \$225,960.00.

1 (c) Impact Fee Credits. The Developer shall be entitled to impact fee
2 credits equal to the sum of all advance payments made in connection with the “Thrasher Road Fire
3 Station”. These impact fee credits shall be drawn down against the fire/rescue impact fees (at the then
4 prevailing rate) at time of building permitting until such credits are fully depleted.

5
6 (2) Law Enforcement.

7
8 (a) The level of service required to provide law enforcement services to
9 the Project shall be monitored by the Developer throughout the life of the Project, and the monitoring
10 reported on in the Annual Report in accordance with Section 5 of this Development Order. A
11 minimum ratio of 1.32 sworn officers per 1,000 permanent residents with accompanying equipment
12 and facilities shall be used unless a different level of service is adopted by the County, or agreed to
13 by the Developer.

14
15 (b) If determined by the Hernando County Sheriff’s Office that the level
16 of law enforcement services required to serve the Project is not funded by the level of impact fees and
17 ad valorem tax revenues generated by the Project, the Developer shall mitigate the development’s
18 impact on law enforcement needs through the use of a special taxing district, or other funding
19 mechanism acceptable and approved by County.

20
21 (c) Law Enforcement. Crime Prevention Through Environmental Design
22 (“CPTED”) principles and strategies shall be used in the layout and design of sites, buildings, streets,
23 open areas, landscaping and parking areas within the Project. A summary of the strategies employed
24 shall be reported on in the Annual Report in accordance with Section 5 of this Development Order.

25
26 (R) EMERGENCY MANAGEMENT

27
28 (1) Hurricane Preparedness. The Developer shall mitigate potential hurricane
29 preparedness impacts by implementing the following measures:

30
31 (a) Construct the onsite community center, clubhouse or other suitable
32 facility for use as an emergency hurricane shelter for the Development residents. The facility must
33 be designed to include, at a minimum, the addition of hurricane storm shutters or impact resistant
34 windows and doors, the provision of electric generators, the provision of potable water storage
35 capability, and design to meet the proper wind speeds in the event of a Category 5 storm. The design
36 and equipping of the facility must be coordinated with the County Emergency Management Official.

37
38 (b) The Developer shall require that builders in the development provide
39 the option of equipping new homes with impact resistant windows and doors, or hurricane storm
40 shutters that comply with the requirements of the Florida Building Code.

41
42 (c) The Developer shall provide and maintain a public information program
43 within the Development’s homeowners association for the purpose of educating the Development’s
44 residents regarding the potential hurricane threat.

1 (d) The Developer shall work with the Emergency Management
2 Department of the County to develop and maintain training for a Community Emergency Response
3 Team (CERT Training) for the Development.
4

5 (2) Reporting Requirements. A summary of the emergency management strategies
6 employed during the reporting year shall be reported in the Annual Report in accordance with Section
7 5 of this Development Order.
8

9 (S) PARKS, RECREATION AND TRAILS
10

11 (1) Analysis of District Park Needs. The Developer shall conduct an impact
12 analysis of the demand for District Park needs for the year 2025, and provide for proportionate share
13 mitigation of district park facilities, if required, in accordance with the Project's impact on District
14 Park needs. This analysis shall also include the preparation of a conceptual master plan for Ernie
15 Weaver District Park, to determine whether the existing park can accommodate District Park needs
16 for the year 2025. The determination of need by the County, the fair share calculation, and the timing
17 of the payment shall be determined in conjunction with the final District Park needs analysis approved
18 by the County. Any mitigation contribution (at the then fair market value) made by the Developer
19 pursuant to this provision shall receive dollar for dollar impact fee credits which shall be applied to
20 the parks impact fees (at the then prevailing rate) at the time of building permitting residential
21 dwelling units until such credits are fully depleted. The District Park impact analysis shall be
22 reviewed and accepted by the County prior to the commencement of development.
23

24 (2) Mitigation of District Park Needs. The Developer may also choose to mitigate
25 the Project's impact to the District Parks system by agreeing to provide for some or all the required
26 facilities within a designated Community Park within the Project, in which case the Developer shall
27 provide a Community Park master plan for review and approval by the County. This form of
28 mitigation if required shall be determined at the time of review and acceptance of the District Park
29 needs analysis by the County. If such facilities are provided, they shall be privately maintained and
30 incorporated within the adopted CC&R's for the Project.
31

32 (3) Neighborhood Parks. In addition to the Developer's obligations concerning
33 district parks, the Developer shall comply with the County's requirements regarding neighborhood
34 parks and the Developer's satisfaction of such requirements shall be without impact fee credits or
35 offsets.
36

37 (4) Parks Impact Fees. The Developer shall be responsible for all parks impact
38 fees imposed under the Hernando County Code, without credit or offset, at the time each building
39 permit, or group of permits, are obtained in accordance with the County's Impact Fee Ordinance,
40 unless the Project's impacts to the parks are mitigated pursuant to a separate agreement approved by
41 the BOCC.
42

43 (5) Trails.
44

45 (a) The Developer shall provide a system of parks and open spaces
46 throughout the residential communities interconnected through the use of a multi-use trails network,
47 bikeways, greenways or other measures. A "Pathways Plan" depicting internal pedestrian, bicycle,

1 and multi-modal trails, sidewalks, and other pathways shall be submitted to the County and must be
2 approved with the first residential conditional plat and updated as the project moves forward in
3 phases.

4
5 (b) The trail network shall be constructed to multi-use trail design
6 standards, at the Developer's sole expense, and shall include a sidewalk on one side and a multi-use
7 trail on the other side of all internal roadways designated for trail use.

8
9 (c) The trail network shall provide for pedestrian/bicycle access throughout
10 the Project and will be designed in a manner to provide connectivity to all residential pods, the Town
11 Center, the public use site, school(s), highway oriented commercial areas, institutional uses, and all
12 employment centers.

13
14 (6) Reporting Requirements. Status reports on parks, recreation and trails
15 development, timing and commitments regarding mitigation of facilities shall be provided in the
16 Annual Report in accordance with Section 5 of this Development Order.

17
18 (T) PUBLIC USE SITE(S)

19
20 The Developer shall dedicate, by plat, warranty deed or other conveyance approved by the
21 County, a total of ten (10) acres for public uses within the Town Center within the Project, unless
22 another location(s) is(are) approved in advance, in writing, by the BOCC. In addition, the Developer
23 shall be responsible for the capital infrastructure costs associated with the site(s), including but not
24 limited to, the provision of potable water, sanitary sewer, fire protection, electricity, fiber optics,
25 stormwater and adequate access. Identification, and dedication of the site(s), shall occur prior to the
26 issuance of the first building permit for the Town Center unless the County chooses to defer the time
27 of dedication. At the time the County receives title to this ten acres, the Developer shall be entitled
28 to impact fee credits equal to the then fair market value of the land donated. These impact fee credits
29 shall be drawn down against the public capital facilities impact fees (at the then prevailing rate) at
30 time of building permitting until such credits are fully depleted. Fair market value shall be
31 determined by a Florida licensed appraiser, hired by the County, pursuant to the uniform standards
32 of professional appraisal practice (USPAP). The Developer shall reimburse the County, within 30
33 days of demand, for the cost of the appraisal.

34
35 (U) COMMUNITY INTRANET

36
37 The Developer shall develop and maintain a community intranet site to educate and inform
38 residents regarding the provisions of this Development Order, including but not limited to the
39 following: the potential for hurricane threat, water conservation techniques, current and up to date
40 CC&R's, the use of controlled burns, Florida Friendly landscaping, wildlife, proper pesticide and
41 fertilizer use, "Green Development", affordable and workforce housing, proper irrigation methods,
42 nature based education materials, etc.

43
44 (V) SCHOOLS

45
46 (1) Mitigation of School Impacts. That certain agreement between the Developer
47 and the Hernando County School Board dated June 15, 2010 (the "School Agreement"), a true copy

1 of which is attached as **Exhibit E** to this Development Order shall be incorporated by reference into
2 this Development Order and made a part hereof. The Developer shall mitigate school impacts in
3 accordance with the terms of the School Agreement.
4

5 (2) Infrastructure Ready School Site. The Developer shall provide an
6 infrastructure ready school site within the Project and in accordance with the School Agreement. In
7 the event this site is within the Town Center, then the Developer shall be responsible for any of the
8 additional construction costs associated with Developer-required design enhancements or guidelines
9 resulting from the site's location within the Town Center.
10

11 (3) Proportionate Share Mitigation. The Developer shall pay such proportionate
12 share mitigation as required under the School Agreement resulting from impacts on public school
13 facilities that were not mitigated by the provision of the school site and the payment of school impact
14 fees.
15

16 (4) Prior to the approval of site development plans by the County for the school
17 site, the Developer shall prepare a traffic impact and access management statement for the school site
18 prepared by a qualified professional. Any and all required access and transportation improvements
19 required for development of the school site shall be the responsibility of the Developer.
20

21 (5) The construction of any public school within the Project shall be exempt from
22 the "Green Development" provisions (pursuant to Section 4(D) of this Development Order above)
23 to the extent such provision(s) conflict with or exceed the requirements imposed by the State
24 Department of Education and/or the School District.
25

26 (6) At the time the Developer seeks any conditional plat or site plan in connection
27 with the development of residential dwelling units intended as "senior age-restricted" units, the
28 Developer shall include such age-restriction as part of the recorded CC&Rs covering those units.
29 Prior to the Developer recording said CC&Rs and at time of conditional platting or submittal of site
30 plan, the Developer shall provide copies of the proposed CC&Rs to the County Planning Department
31 and to the Hernando County School District for their respective review and comment.
32

33 (7) Reporting Requirements. The Developer's efforts in providing a public school
34 site and any changes to the School Agreement shall be reported in the Annual Report in accordance
35 with Section 5 of this Development Order.
36

37 (X) TRANSPORTATION

38
39 (1) Definitions. The following definitions shall only apply to this Transportation
40 section.
41

42 (a) "Brittle Road/Quarry Boulevard Intersection" shall refer to the
43 Developer's proposed "T" intersection of Brittle Road and Quarry Boulevard within the Project
44 boundary at a point south of the Project's northern boundary as generally depicted on Map H.
45

46 (b) "FDOT" shall refer to the Florida Department of Transportation.
47

1 (c) “PD&E” shall refer to that certain approved FDOT Cobb Road
2 (CR485)/U.S. 98 Project, Development and Environmental Study, 2003.

3
4 (d) “Phase 1” shall refer to the land use entitlements shown on the PM Peak
5 Hour Trip Generation Volumes charts (attached as **Exhibit B** and incorporated herein by reference)
6 which are projected to generate up to two thousand two hundred sixty-eight (2,268) net external two-
7 way p.m. peak hour trips.

8
9 (e) “Phase 2” or “Build Out”, as these terms may be used interchangeably,
10 shall refer to the land use entitlements shown on the PM Peak Hour Trip Generation Volumes charts
11 (**Exhibit B**) which are projected to generate a maximum of four thousand ninety six (4,096) net
12 external two-way p.m. peak hour trips (inclusive of all Phase 1 trips).

13
14 (f) “Pipeline Project” shall mean all tasks identified in **Table-1** below.

15
16 (g) “Segment-1 Improvement” shall refer to the widening of U.S. 98 from
17 a two (2) lane rural section to a four (4) lane divided rural section, including improvements to the
18 intervening intersections, including the intersection with CR 491 (Citrus Way), from the existing
19 terminus of the four (4) lane divided rural section southeast of the Suncoast Parkway exit on U.S. 98
20 to and through the intersection of Quarry Boulevard and U.S. 98 (the “Main Entrance” as generally
21 depicted on Map H). This segment of U.S. 98 is approximately 3.58 miles long.

22
23 (h) “Segment-2 Improvement” shall refer to the widening of U.S. 98 from
24 a two (2) lane rural section to a four (4) lane divided rural section from the southern terminus of the
25 Segment-1 Improvement to the intersection of U.S. 98 and Cobb Road, and including the intervening
26 intersection of U.S. 98 with CR 476. The Segment-2 Improvement shall use the existing alignment
27 of U.S. 98 at the intersection with Cobb Road rather than the realignment proposed in the PD&E
28 subject to any approval, if any, required by FDOT. This segment of U.S. 98 is approximately 2.98
29 miles long.

30
31 (i) “SEIR” shall refer to a State Environmental Impact Report.

32
33 (j) “Quarry Boulevard” shall refer to the roadway as generally shown on
34 Map H, which commences at U.S. 98 at the point generally depicted on Map H as the “Main
35 Entrance” and meanders in a generally northeast direction through the Project.

36
37 (2) Right-of-Way Dedications/Conveyance

38
39 The Developer shall dedicate to the County or FDOT for public use, by plat or warranty deed
40 (in such form and with such legal description and sketch as specified by the County or FDOT) those
41 lands within the Development related to all of the following road right-of-ways:

42
43 (a) Quarry Boulevard

44
45 The Developer shall provide a minimum eighty (80) foot wide right-of-way for the
46 construction of Quarry Boulevard. Quarry Boulevard shall be designed as a four-lane major collector
47 road with an urban cross-section unless otherwise approved by the County Engineer. The Developer

1 shall dedicate all land within the Development necessary for said roadway together with the required
2 stormwater retention areas and associated drainage. The County agrees that the retention/detention
3 areas for the roadway segment may be commingled [see Section 4(X)(5)(b)] with Project drainage
4 areas, thereby reducing required right-of-way within the Project. Also, design considerations may
5 reduce such right-of-way requirements, if approved by the County Engineer. When the Developer
6 has either dedicated or conveyed to the County all of the right-of-way for Quarry Boulevard from U.S.
7 98 to the Brittle Road/Quarry Boulevard Intersection, the County shall abandon or vacate the existing
8 right-of-way for that part of existing Brittle Road south of the Brittle Road/Quarry Boulevard
9 Intersection and transfer title to said right-of-way to the Developer.

10
11 (b) U.S. Highway 98
12

13 For that segment of U.S. Highway 98 (also known as U.S. 98) lying adjacent to the
14 southwestern boundary of the Project, the total right-of-way required shall be two hundred and forty
15 feet (240') in width. Accordingly, the Developer shall convey to the appropriate governmental
16 authority (FDOT and/or the County) sufficient additional right-of-way in accordance with the PD&E
17 so that there is one hundred and twenty feet (120') of right-of-way northeast of the existing right-of-
18 way center line for that portion of U.S. 98 abutting the Project. Said conveyance of land shall include
19 all land within the Development necessary for the required stormwater retention areas and associated
20 drainage for the Segment-1 Improvement and/or the Segment-2 Improvement [see Section 4(X)(5)(b)
21 below]. The Developer shall receive impact fee credits/proportionate share credits (as either or both
22 may be appropriate) in the total amount of the fair market value of said US 98 right-of-way at time
23 of dedication, as determined as the average of two (2) MAI appraisals procured from appraisers
24 mutually approved and selected by the County and the Developer.
25

26 (c) County Road 491
27

28 The total right-of-way required for CR 491 (also known as Citrus Way) shall be eighty (80')
29 in width in accordance with the County's Facility Design Guidelines. Accordingly, the Developer
30 shall dedicate (or transfer) sufficient additional right-of-way so that there is forty feet (40') of right-of-
31 way east of the existing right-of-way center line for that portion of CR 491 abutting the Project. This
32 right-of-way shall be dedicated prior to each final subdivision plat which covers, abuts or adjoins the
33 affected right-of-way of CR 491.
34

35 (d) County Road 476
36

37 The total right-of-way required for CR 476 (also known as Lake Lindsey Road) shall be
38 eighty (80') in width in accordance with the County's Facility Design Guidelines. Accordingly, the
39 Developer shall dedicate (or transfer) sufficient additional right-of-way so that there is forty feet (40')
40 of right-of-way north of the existing right-of-way center line for that portion of CR 476 abutting the
41 Project. This right-of-way shall be dedicated prior to each final subdivision plat which covers, abuts
42 or adjoins the affected portion or portions of CR 476.
43

44 (e) Other Internal Public Roadways within Quarry Preserve
45

46 Other public road right-of-way within the Project shall be dedicated to the County concurrent
47 with the approval of the final plat for each parcel of development in accordance with County

1 regulations and Facilities Design Guidelines, unless otherwise provided for in this Development
2 Order.

3
4 (3) Right of Way Acquisitions

5
6 (a) U.S. 98

7
8 (i) The Developer shall use reasonable efforts, through a willing
9 seller acquisition program and within the time frames set forth in this Development Order, to acquire
10 the necessary right-of-way for the construction of the Segment-1 Improvement and the Segment 2
11 Improvement, which may include, but not be limited to, right-of-way to accommodate: lanes of travel,
12 shoulders, striping, signalization, signage, medians, on-site stormwater drainage facilities, off-site
13 stormwater drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails,
14 sidewalks, and any other necessary appurtenances (the "Required Right-Of-Way"). Parcels acquired
15 by the Developer through this willing seller acquisition program will be conveyed to the FDOT or the
16 County, as appropriate, at such time as the contemplated improvements therein are completed and
17 accepted by the appropriate agency or at an earlier date at the Developer's election if accepted by the
18 appropriate agency.

19
20 (ii) If condemnation becomes necessary to acquire the Required
21 Right-Of-Way, the County and Developer shall work closely with the FDOT, District Seven, Right-
22 of-Way Department, subject to a "Joint Participation Agreement" approved by the Hernando County
23 Board of County Commissioners, to ensure that FDOT acquisition policies and procedures are
24 followed. The Joint Participation Agreement will obligate the County to exercise its eminent domain
25 powers to acquire the Required Right-Of-Way in the event FDOT is unwilling or unable to do so.
26 The Developer shall be responsible for all costs of acquisition of the Required Right-Of-Way, which
27 may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title
28 companies, appraisers, land planners, certified public accountants, business damages experts,
29 contractors, and horticulturists.

30
31 (iii) This Required Right-Of-Way acquisition constitutes one of the substantial
32 components mitigating the traffic impacts of the Project and vesting it against transportation
33 concurrency requirements. Accordingly, all costs related to the acquisition of the Required Right-Of-
34 Way are eligible for proportionate share credit and impact fee credit as further described in Table-1
35 below.

36
37 (4) Planning, Design and Engineering

38
39 The Developer shall be responsible for fully and satisfactorily completing, subject to meeting
40 the requirements of all Applicable Permitting Agencies and this Section, the following planning,
41 design and engineering requirements, per the timing thresholds established in **Table-1** below:

42
43 (i) Intersection Planning Study

44
45 The Developer agrees to prepare a conceptual planning study for the Ponce De Leon
46 Boulevard/Jefferson Street Intersection. This conceptual study will provide a scope of recommended
47 improvements and an estimated cost.

1 (ii) Update the PD&E

2
3 The Developer, at the Developer's sole expense, agrees to update the PD&E for only those
4 portions of the PD&E covering the Segment-1 Improvement and the Segment-2 Improvement. At
5 FDOT's discretion, the Developer may prepare a SEIR as an alternative to updating the PD&E.
6

7 (iii) Sixty Percent (60%) Design Plans for the Segment-1 Improvement

8
9 Prior to the threshold identified in Table-1 below, 60% Design Plans for the Segment-1
10 Improvement shall be prepared at the Developer's sole expense.
11

12 (iv) One Hundred Percent (100%) Design Plans for the Segment-1
13 Improvement

14
15 Prior to the threshold identified in Table-1 below, 100% Design Plans for the Segment-1
16 Improvement shall be prepared at the Developer's sole expense.
17

18 (v) Sixty Percent (60%) Design Plans for the Segment-2 Improvement

19
20 Prior to the threshold identified in Table-1 below, 60% Design Plans for the Segment-2
21 Improvement shall be prepared at the Developer's sole expense.
22

23 (vi) One Hundred Percent (100%) Design Plans for the Segment-2
24 Improvement

25
26 Prior to the threshold identified in Table-1 below, 100% Design Plans for the Segment-2
27 Improvement shall be prepared at the Developer's sole expense.
28

29 (5) Improvements

30
31 (a) The Developer, at the Developer's sole expense, shall be responsible
32 for fully and satisfactorily completing (including acquiring all necessary right-of-ways, obtaining all
33 required permits, designing, engineering and constructing) the Pipeline Project improvements per
34 **Table-1** below together with all other transportation related improvements identified in this Section.
35 All Pipeline Project improvements shall be commenced and completed within the time frames stated
36 in **Table-1** below. All other transportation related improvements shall be commenced and completed
37 within the time frame stated (if provided).
38

39 (b) If the drainage features in connection with any transportation
40 improvement (including any Pipeline Project) are commingled or combined with the Project's
41 drainage features or other pipeline improvements, all such drainage features shall remain owned by
42 the underlying landowner (including the Developer where applicable), and operation and maintenance
43 of said drainage features shall be the responsibility of the respective underlying landowner.
44

(c) Quarry Boulevard/U.S. 98 Intersection Improvements.

The Developer shall complete the intersection improvements for Quarry Boulevard at U.S. 98. These improvements shall be designed in accordance with the requirements of the FDOT. These improvements shall not be credited toward the proportionate share amount, and shall be designed and constructed without impact fee credits or off-sets. Other Project access improvements (intersection improvements, turn lanes, signalization, etc.) required to provide Project access shall be considered site related improvements, and shall not be credited toward the proportionate share amount and shall be designed and constructed without impact fee credits or off-sets.

(d) The Pipeline Project improvements will be completed in two segments:

(i) The Segment-1 Improvement

Prior to the threshold identified in **Table-1** below, the Developer shall construct the Segment 1 Improvement in accordance with all requirements set forth in this Section. The Developer shall be allowed to permit and construct the Segment-1 Improvement in one or more subphases, provided that the entire Segment-1 Improvement is completed prior to the threshold identified in **Table-1** below.

(ii) The Segment-2 Improvement

The Developer agrees to construct the Segment-2 Improvement prior to the threshold identified in **Table-1** below. The Developer shall be allowed to permit and construct the Segment-2 Improvement in one or more subphases, provided that the entire Segment-2 Improvement is completed prior to the threshold identified in **Table-1** below.

(6) Timing of Pipeline Project**Table-1**

#	Pipeline Project(s)	Proportionate Share Creditable / Amount,	Impact Fee Creditable / %	Complete by:
A	Ponce De Leon Boulevard / Jefferson Street Intersection Planning Study	Yes - TBD ₁	Yes - 100%	12 months after this Development Order becomes effective.
B	PD&E Update	Yes -- TBD ₁	Yes - 100%	Commence with 36 months of this Development Order being effective or prior to the issuance of the 1 st Project building permit, whichever occurs first.
C	Pipeline Project ROW Acquisition and Dedication	Yes - TBD ₁	Yes - 100%	On-going program with ROW to be acquired and dedicated, as needed.
D	Complete 60% design plans for the Segment 1 Improvement	Yes \$3,157,583 ₂	Yes -- 100%	Prior to the issuance of the 500 th residential building permit.

1	E	Complete 100% construction plans for the Segment 1 Improvement.	Yes – \$2,105,055 ₂	Yes - 100%	Prior to the issuance of the 1,859 th residential building permit.
2	F	Complete Construction of the Segment 1 Improvement	Yes \$29,821,614	Yes 100%	Prior to the Project generating 2,268 net external two-way PM peak hour trips or prior to the completion of Phase 1, whichever occurs first.
3	G	Complete the 60% design plans for the Segment 2 Improvement.	Yes – \$2,629,957 ₂	Yes - 100%	Prior to the Project generating 2,500 net external two-way PM peak hour trips.
4	H	Complete the 100% design plans for the Segment 2 Improvement	Yes \$1,753,305 ₂	Yes 100%	Prior to the Project generating 2,816 net external two-way PM peak hour trips.
5	I	Complete Construction of the Segment 2 Improvement	Yes – \$24,838,480	Yes 100%	Prior to the Project generating 3,280 net external two-way PM peak hour trips.
6		Total Proportionate Share Credit	\$64,305,994		

Table-1 Notes:

1 For those costs which are listed as TBD, it is agreed that 100% of the actual costs incurred will be the creditable amount for both impact fees and proportionate share credits. These creditable costs are subject to review by the County and FDOT, where appropriate.

2 Design costs for the Segment 1 Improvement and the Segment 2 Improvement were calculated using 15% of Construction Costs based upon data from FDOT District VII, Roadway Cost Per Centerline Mile, Revised June 2009. For the 60% Design Plans, 60% of the 15% total design cost was used. The 100% Design costs were calculated using the remaining 40% of the Design Cost.

3 The Segment 1 Improvement proportionate share credit is based on a distance of 3.58 miles using the FDOT District 7 June 09 cost per mile and adding the proportionate share improvement cost of \$1,090,683 for improvements at the intersection of Citrus Way and US 98. The total proportionate share credit for the Segment 1 Improvement is $((\$9,495,410) \times (3.58 \text{ mi}) + \$1,090,683) = \$35,084,252$. The Segment 2 Improvement proportionate share credit is based on a distance of 2.98 miles and includes the cost of improvements at the intersection of Lake Lindsey Rd. and U.S. 98 (\$520,947) and at the intersection of Cobb Road and U.S. 98 (\$404,472). The total proportionate share credit for the Segment 2 Improvement is $(\$9,495,410) \times (2.98 \text{ mi}) + \$520,947 + \$404,472 = \$29,221,741$. The total proportionate share credit for the amounts listed in Table-1 equals \$64,305,993. This proportionate share credit will increase as the costs identified as TBD costs in Table-1 and described in note 1 are added.

(7) Additional Requirements Regarding Brittle Road

(a) The Brittle Road/Quarry Boulevard Intersection shall be designed as a "T" intersection as generally depicted on Map H. That portion of existing Brittle Road lying north of the Brittle Road/Quarry Boulevard Intersection, but still within the Project boundary, shall be maintained in its current condition, to the extent design/permit requirements allow.

1 (b) The canopy trees lying along the remaining Brittle Road alignment (that
2 portion which is planned to be maintained in its current or similar condition) shall be preserved.
3

4 (c) The Developer may utilize traffic calming/controlling mechanisms to
5 discourage Project traffic from using the remaining Brittle Road.
6

7 (d) The construction of the Brittle Road/Quarry Boulevard Intersection is
8 determined to be a site related improvement and shall be constructed without impact fee credits or
9 off-sets.
10

11 (8) Payment of Roads Impact Fees.
12

13 The Developer shall be responsible for paying all roads impact fees pursuant to Chapter 23,
14 Article III, Division 5 of the Hernando County Code of Ordinances, as such provision may be
15 amended or renumbered from time to time, and subject to receiving certain credits as set forth herein:
16

17 (a) The Developer shall receive roads impact fee credits in such percentage
18 as stated in **Table-1** above. Roads impact fee credits shall be based upon the actual costs reasonably
19 and necessarily incurred by the Developer to complete the Pipeline Project shown in **Table-1**. The
20 Developer shall be responsible for providing adequate and reasonable supporting documentation to
21 the County for all costs claimed.
22

23 (b) The parties stipulate that the assignment of impact fee credits in the
24 percentages or amounts stated in **Table-1** above shall be deemed to satisfy all requirements contained
25 in § 380.06(16), Fla. Stat., and Rule 9J-2.045, Fla. Admin. Code., as such may be amended or re-
26 numbered. The parties further stipulate that the assignment and/or calculation of proportionate share
27 credits pursuant hereto are not related to, and shall not affect, the Developer's obligations to pay
28 impact fees or alter the determination of impact fee credits as provided herein for the duration of this
29 Development Order.
30

31 (c) The roads impact fees will be calculated at the time each building
32 permit or group of building permits are pulled at the then prevailing rate, and that amount of credits
33 will then be deducted from the Developer's total credits under this provision until all credits have
34 been used. Upon all credits being used, the Developer shall be responsible for paying roads impact
35 fees in full at the then prevailing rate (per Chapter 23, Article III, Division 5 of the Hernando County
36 Code Ordinances, as such may be amended or renumbered from time to time) through complete build-
37 out of the Project.
38

39 (d) Any roads impact fees paid by the Developer prior to validation of
40 credits hereunder shall be held by the County in a designated "Quarry Preserve DRI Project" roads
41 impact fees account for reconciliation and/or reimbursement upon a validation of credits. This
42 validation of credits shall occur in intervals following the completion by the Developer, and
43 acceptance by the County, of each Pipeline Project task identified in **Table-1**. Once all Pipeline
44 Project tasks shown in **Table-1** have been completed and accepted by the County, and a final
45 reconciliation and/or reimbursement has been completed, then the County shall no longer be required

1 to segregate or separately account for roads impact fees received in connection with the Project and
2 may use such funds for any purpose allowed under Florida law.
3

4 (9) Proportionate Share Obligation and Concurrency Obligation
5

6 The County and the Developer stipulate that the Developer's proportionate share obligation
7 in connection with the Quarry Preserve DRI through Build Out shall be Sixty Two Million and Eight
8 Hundred and Eighty- Six Thousand and Four Hundred and Twenty Nine Dollars (\$62,886,429.00)⁵
9 (the "Proportionate Share Amount") and this amount shall be deemed to satisfy, for the duration of
10 this Development Order: (i) the Developer's proportionate share obligation; (ii) the County's
11 Adequate Public Facilities Ordinance for purposes of roads concurrency; and (iii) all transportation
12 requirements imposed pursuant to § 380.06, Fla. Stat., and Rule 9J-2.045, Fla. Admin. Code., as such
13 may be amended or re-numbered, provided that no "substantial deviation" occurs.
14

15 (10) Excess Proportionate Share Credits.
16

17 The County and the Developer stipulate that the Developer's proportionate share credit in
18 connection with the Quarry Preserve DRI through Build Out shall be Sixty Four Million and Three
19 Hundred and Five Thousand and Nine Hundred and Ninety Three Dollars (\$64,305,993.00) (the
20 "Proportionate Share Credit"). The difference between the Proportionate Share Credit [the greater
21 number] and the Proportionate Share Amount [the lesser number] is One Million and Four Hundred
22 and Nineteen Thousand and Five Hundred and Sixty Four Dollars (\$1,419,564.00) and this represents
23 the minimum amount of the excess proportionate share credits. This amount together with the credit
24 amounts yet to be assigned to the first three tasks listed in **Table-1** [which currently have no amount
25 shown] comprise the total of the excess proportionate share credits (the "Excess Proportionate Share
26 Credits"). Excess Proportionate Share Credits may then be applied against any additional traffic
27 mitigation which may be indicated by a revised or future traffic study, or studies, or required pursuant
28 to any Substantial Deviation determination (if made at a later date) or Notice of Proposed Change
29 (NOPC), until such credits are exhausted. Finally, these Excess Proportionate Share Credits may be
30 conveyed to a successor or assign in connection with the Quarry Preserve DRI; however, the parties
31 agree that the Developer's Excess Proportionate Share Credits shall have no bearing or affect on roads
32 impact fees or roads impact fee credits, nor be construed as a "taking" in any form under eminent
33 domain or constitutional law, nor mandate any present/future expenditure or obligation by/upon the
34 County.
35

36 (11) Provisions for School Buses and Transit Stops.
37

38 (a) All internal roadways that serve as a collector road, principle or primary
39 roadway, or which provide for circulation within the Project shall provide for adequate geometries
40 to provide for school buses.
41

42 (b) Transit stops and amenities shall be provided within the Town Center
43 and the Business Park.
44

⁵/ The proportionate share amount for Phase 1 is Ten Million and Seven Hundred and
Ninety Six Thousand and One Hundred and Eighty Three Dollars (\$10,796,183.00).

1 (12) Project Access.
2

3 Subject to the approval of the Applicable Permitting Agencies, the Developer may design,
4 permit and construct up to three (3) access points on U.S. 98 and up to two (2) access points on CR
5 491 at the locations generally depicted on Map H. These intersections will be constructed if, and as
6 needed, to support the development of the Project. No portion of the Project shall have direct access
7 (ingress or egress) to or from Lake Lindsey Road except for maintenance access or County access to
8 its on-site utilities.
9

10 (13) Trip Generation Monitoring.
11

12 (a) Beginning with the issuance of the one thousand five hundredth
13 (1,500th) residential building permit, and continuing every six (6) months thereafter through Build
14 Out, the Developer shall complete and submit the required Trip Generation Monitoring Report (a
15 “TGM”) for the purpose of monitoring the Project’s traffic based on data gathered at that time.
16

17 (b) The TGM shall provide the total net external two-way p.m. peak hour
18 trip counts at the Project’s external access points.
19

20 (c) The traffic counts shall determine the weekday net external two-way
21 p.m. peak hour trips (with at least one of the semiannual counts occurring during the peak season,
22 anticipated to be December through April). All counts shall be conducted between 4:00 p.m. to 6:00
23 p.m., in fifteen (15) minute increments. The highest four (4) consecutive fifteen (15) minute totals
24 at each external access point will determine the p.m. peak hour traffic for that external access point.
25 The Project’s net external p.m. peak hour two-way trips shall be determined by adding together all
26 Project external access point PM peak hour totals (as adjusted for pass-by-trips).
27

28 (d) Pursuant to the PM Peak Hour Trip Generation Volumes charts
29 (**Exhibit B**) attached hereto, Phase 1 total net external two-way p.m. peak hour trips at the Project’s
30 entrance driveways are estimated to be 2,268. Phase 2 total net external two way p.m. peak hour trips
31 at the Project’s entrance driveways are estimated to be 4,096.
32

33 (e) When the number of total net external two-way p.m. peak hour trips
34 exceeds two thousand and forty two (2,042), the Developer shall thereafter include in each TGM the
35 number and type of constructed residential dwelling units within the Project and such reporting will
36 continue to Build Out.
37

38 (f) Each TGM shall be submitted to the County, the WRPC and the FDOT.
39

40 (g) If the TGM demonstrates that the Developer has reached a threshold
41 in **Table-1** prior to completion of the designated Pipeline Project, then the Developer shall choose
42 and immediately implement one of the following four options:
43

44 (i) Stop further development activity until the designated Pipeline
45 Project is completed; or,
46

1 (ii) Proceed to implement the next Pipeline Project identified in
2 **Table-1**; or,

3
4 (iii) Perform an updated Traffic Impact Analysis (TIA) to identify
5 any additional mitigation necessary to mitigate for the impacts of the increased Project trips identified
6 through this monitoring program and amend the Development Order accordingly; or,

7
8 (iv) Submit to the WRPC a Notice of Proposed Change (NOPC)
9 for the purpose of making a “substantial deviation” determination as provided in Chapter 380, Fla.
10 Stat., and proceed according to that determination.

11
12 ★ CONCURRENCY ★

13
14 (Y) CONCURRENCY

15
16 (1) Potable Water: Pursuant to the County’s Adequate Public Facilities Ordinance,
17 the County hereby deems that concurrency for potable water for (i) up to fifty eight hundred (5,800)
18 dwelling units with a maximum of 4,600 single family residences and a minimum of 1,200 multi-
19 family residences and with age restricted housing not exceeding thirteen hundred (1,300) dwelling
20 units; (ii) up to two hundred (200) hotel/motel units with up to an additional two hundred (200)
21 hotel/motel units if converted from residential units; (iii) up to two (2) golf courses totaling thirty six
22 (36) holes and ancillary facilities within the residential development areas; (iv) a minimum of eight
23 hundred and fifty thousand (850,000) square feet of Business Park uses; (v) up to five hundred and
24 forty-five thousand (545,000) square feet of neighborhood and community commercial uses, with up
25 to three hundred and fifteen thousand (315,000) square feet to be allocated to highway commercial
26 and the remainder to be internally located in the Town Center or Resort Area provided, however, in
27 no event shall more than 10,000 square feet be located in the Resort Area; (vi) school facilities and
28 park amenities, and (vii) appropriate levels of institutional, service, cultural, and social facilities on
29 the Property, with an estimated demand of:

- 30
31 (a) 2.03 MGPD for Residential
32 (b) .173 MGPD for Non-residential
33

34 has been satisfied, subject to full compliance with the W&S Agreement and the terms of this
35 Development Order, and assuming that no substantial deviation occurs which would require
36 concurrency under this subsection to be reevaluated or would require additional mitigation.
37

38 (2) Sewage Treatment. Pursuant to the County’s Adequate Public Facilities
39 Ordinance, the County hereby deems that concurrency for sewer for (i) up to fifty eight hundred
40 (5,800) dwelling units with a maximum of 4,600 single family residences and a minimum of 1,200
41 multi-family residences and with age restricted housing not exceeding thirteen hundred (1,300)
42 dwelling units; (ii) up to two hundred (200) hotel/motel units with up to an additional two hundred
43 (200) hotel/motel units if converted from residential units; (iii) up to two (2) golf courses totaling
44 thirty six (36) holes and ancillary facilities within the residential development areas; (iv) a minimum
45 of eight hundred and fifty thousand (850,000) square feet of Business Park uses; (v) up to five
46 hundred and forty-five thousand (545,000) square feet of neighborhood and community commercial
47 uses, with up to three hundred and fifteen thousand (315,000) square feet to be allocated to highway

1 commercial and the remainder to be internally located in the Town Center or Resort Area provided,
2 however, in no event shall more than 10,000 square feet be located in the Resort Area; (vi) school
3 facilities and park amenities, and (vii) appropriate levels of institutional, service, cultural, and social
4 facilities on the Property, with an estimated demand of:

- 5
6 (a) .812 MGPD for Residential
7 (b) .138 GMPD for Non-residential
8

9 has been satisfied, subject to full compliance with the W&S Agreement and the terms of this
10 Development Order, and assuming that no substantial deviation occurs which would require
11 concurrency under this subsection to be reevaluated or would require additional mitigation.
12

13 (3) Drainage/Stormwater Management Facilities. Pursuant to the County's
14 Adequate Public Facilities Ordinance, the County hereby deems that concurrency for
15 drainage/stormwater management facilities for (i) up to fifty eight hundred (5,800) dwelling units
16 with a maximum of 4,600 single family residences and a minimum of 1,200 multi-family residences
17 and with age restricted housing not exceeding thirteen hundred (1,300) dwelling units; (ii) up to two
18 hundred (200) hotel/motel units with up to an additional two hundred (200) hotel/motel units if
19 converted from residential units; (iii) up to two (2) golf courses totaling thirty six (36) holes and
20 ancillary facilities within the residential development areas; (iv) a minimum of eight hundred and fifty
21 thousand (850,000) square feet of Business Park uses; (v) up to five hundred and forty-five thousand
22 (545,000) square feet of neighborhood and community commercial uses, with up to three hundred and
23 fifteen thousand (315,000) square feet to be allocated to highway commercial and the remainder to
24 be internally located in the Town Center or Resort Area provided, however, in no event shall more
25 than 10,000 square feet be located in the Resort Area; (vi) school facilities and park amenities, and
26 (vii) appropriate levels of institutional, service, cultural, and social facilities on the Property with the
27 proposed construction of the necessary drainage/stormwater management facilities and DRAs has
28 been satisfied, conditioned upon the Developer obtaining all applicable state and local permits and
29 further subject to full compliance with the terms of this Development Order, and assuming that no
30 substantial deviation occurs which would require concurrency under this subsection to be reevaluated
31 or would require additional mitigation.
32

33 (4) Solid Waste. Pursuant to the County's Adequate Public Facilities Ordinance,
34 the County hereby deems that concurrency for solid waste for (i) up to fifty eight hundred (5,800)
35 dwelling units with a maximum of 4,600 single family residences and a minimum of 1,200 multi-
36 family residences and with age restricted housing not exceeding thirteen hundred (1,300) dwelling
37 units; (ii) up to two hundred (200) hotel/motel units with up to an additional two hundred (200)
38 hotel/motel units if converted from residential units; (iii) up to two (2) golf courses totaling thirty six
39 (36) holes and ancillary facilities within the residential development areas; (iv) a minimum of eight
40 hundred and fifty thousand (850,000) square feet of Business Park uses; (v) up to five hundred and
41 forty-five thousand (545,000) square feet of neighborhood and community commercial uses, with up
42 to three hundred and fifteen thousand (315,000) square feet to be allocated to highway commercial
43 and the remainder to be internally located in the Town Center or Resort Area provided, however, in
44 no event shall more than 10,000 square feet be located in the Resort Area; (vi) school facilities and
45 park amenities, and (vii) appropriate levels of institutional, service, cultural, and social facilities on
46 the Property with an estimated demand of:
47

- 1 (a) 68,730 pounds per day residential
- 2 (b) 32,670 pounds per day non residential
- 3

4 has been satisfied, subject to full compliance with the terms of this Development Order, and assuming
5 that no substantial deviation occurs which would require concurrency under this subsection to be
6 reevaluated or would require additional mitigation.

7
8 (5) Parks and Open Space. Pursuant to the County's Adequate Public Facilities
9 Ordinance, the County hereby deems that concurrency for (i) up to fifty eight hundred (5,800)
10 dwelling units with a maximum of 4,600 single family residences and a minimum of 1,200 multi-
11 family residences and with age restricted housing not exceeding thirteen hundred (1,300) dwelling
12 units; and (ii) up to two hundred (200) hotel/motel units with up to an additional two hundred (200)
13 hotel/motel units if converted from residential units,, on the Property with an estimated demand of:

- 14
- 15 (a) 27.5 acres User-Oriented Parks
- 16 (b) 27.5 acres Open Space
- 17

18 has been satisfied, subject to full compliance with the terms of this Development Order, and assuming
19 that no substantial deviation occurs which would require concurrency under this subsection to be
20 reevaluated or would require additional mitigation.

21
22 (6) Transportation. Pursuant to the County's Adequate Public Facilities
23 Ordinance, the County hereby deems that concurrency for transportation (roads) for (i) up to fifty
24 eight hundred (5,800) dwelling units with a maximum of 4,600 single family residences and a
25 minimum of 1,200 multi-family residences and with age restricted housing not exceeding thirteen
26 hundred (1,300) dwelling units; (ii) up to two hundred (200) hotel/motel units with up to an additional
27 two hundred (200) hotel/motel units if converted from residential units; (iii) up to two (2) golf courses
28 totaling thirty six (36) holes and ancillary facilities within the residential development areas; (iv) a
29 minimum of eight hundred and fifty thousand (850,000) square feet of Business Park uses; (v) up to
30 five hundred and forty-five thousand (545,000) square feet of neighborhood and community
31 commercial uses, with up to three hundred and fifteen thousand (315,000) square feet to be allocated
32 to highway commercial and the remainder to be internally located in the Town Center or Resort Area
33 provided, however, in no event shall more than 10,000 square feet be located in the Resort Area; (vi)
34 school facilities and park amenities, and (vii) appropriate levels of institutional, service, cultural, and
35 social facilities on the Property with an estimated demand:

- 36
- 37 (a) Peak Hour Trips.
- 38
- 39 (i) 2,268 Net external PM peak hour trips (Phase 1)
- 40 (ii) 4,096 Net external PM peak hour trips (Build Out)
- 41

42 has been satisfied, subject to full compliance with the terms of this Development Order, and assuming
43 that no substantial deviation occurs which would require concurrency under this subsection to be
44 reevaluated or would require additional mitigation.

45
46 (7) Public School Facilities. The Project shall undergo a public school
47 concurrency analysis at the time of conditional plat, or site plan review, as applicable, or as may be

1 required by the School District in accordance with the terms of the School Agreement which is
2 attached as **Exhibit E** to this Development Order. In the event a separate proportionate share
3 agreement is required to ensure the adequate provision of public school facilities, then the County
4 shall be a party to the agreement.
5

6 (8) Substantial Deviation. In the event a 'substantial deviation' occurs in the
7 course of developing the Project necessitating an amendment to this Development Order (see Section
8 6 below), then the County reserves the right to reevaluate its concurrency approvals under this
9 subsection and to require additional data, analysis, studies, and mitigation, without limitation, from
10 the Developer, pursuant to applicable laws, ordinances and regulations.
11

12 **SECTION 5 – ANNUAL REPORT**

13
14 (A) Pursuant to § 380.06(18), Fla. Stat., the Developer shall prepare, at its sole expense,
15 an Annual Report which meets the requirements of § 380.06, Fla. Stat., Rule 9J-2.025(7) and the
16 provisions below.
17

18 (B) The Annual Report shall contain the following minimum information, data and
19 analysis:
20

21 (1) Rule Requirements. All of the information required under Rule 9J-2.025(7),
22 Fla. Admin. Code.
23

24 (a) Any changes in the plan of development, or in the representations
25 contained in the ADA, or in the phasing for the reporting year and for the next year;
26

27 (b) A summary comparison of development activity proposed and actually
28 conducted for the year;
29

30 (c) Identification of undeveloped tracts of land, other than individual single
31 family lots, that have been sold to a separate entity or developer;
32

33 (d) Identification and intended use of lands purchased, leased or optioned
34 by the Developer adjacent to the original DRI site since the Development Order was issued;
35

36 (e) A specific assessment of the Developer's and the local government's
37 compliance with each individual condition of approval contained in the DRI Development Order and
38 the commitments which are contained in the Application for Development Approval and which have
39 been identified by the local government, the Regional Planning Council or the Department of
40 Community Affairs as being significant;
41

42 (f) Any known incremental DRI applications for development approval
43 or requests for a substantial deviation determination that were filed in the reporting year and to be
44 filed during the next year;
45

46 (g) An indication of a change, if any, in local government jurisdiction for
47 any portion of the development since the Development Order was issued;

1 (h) A list of significant local, regional, state and federal permits which have
2 been obtained or which are pending by agency, type of permit, permit number and purpose of each;

3
4 (i) A statement that all persons have been sent copies of the Annual Report
5 in conformance with § 380.06(15) and (18), Fla. Stat.; and

6
7 (j) A copy of any recorded notice of the adoption of a Development Order
8 or the subsequent modification of an adopted Development Order that was recorded by the developer
9 pursuant to § 380.06(15)(f), Fla. Stat.

10
11 (2) Additional Requirements. The Annual Report shall contain the following
12 additional requirements:
13

#	Reporting Item	Cross-reference
(a)	Provide the most recent EMP analysis report (including subparts); provide description of all revisions to the EMP made during the reporting year	Section 4(A)(1)(a)
(b)	Identification of any revisions to the KMP made during the reporting year	Section 4(A)(2)(h)
(c)	Identification of any revision to the GWMP made during the reporting year	Section 4(A)(3)(a)(i)(7.)
(d)	Summary of all groundwater monitoring performed during the reporting year; identification of any identified Cause for Concern or documented violation of FDEP's water quality standards	Section 4(A)(3)(a)(ii)
(e)	Submit 2 copies of the groundwater analysis Annual Report	Section 4(A)(3)(a)(vi)
(f)	Summary of results of engineering inspections of the on-site surface water management system(s) for the reporting year	Section 4(A)(4)(i)
(g)	Golf courses' conformance with AISP Standards (or equivalent) for the reporting year	Section 4(A)(6)(b)(iv)
(h)	Status report on all efforts to implement the IPMP and the CMP for the reporting year	Section 4(A)(7)(a)
(i)	Identification of any revisions to the IPMP and/or the CMP made during the reporting year	Section 4(A)(7)(e)
(j)	Report on the creation and maintenance of all habit preservation areas; identification of any revisions to the WHMP and/or the EMP made during the reporting year	Section 4(A)(9)(a)(ii)

1	(k)	Provide summary of all strategies employed to create, develop and maintain the Project as a “New Town” during the reporting year	Section 4(C)(2)
2	(l)	Provide summary of “green development” strategies employed during the reporting year	Section 4(D)(12)
3	(m)	Copy of most current schedule regarding the provision of affordable housing within the Project	Section 4(H)(1)
4	(n)	Provide summary of affordable housing strategies employed during the reporting year	Section 4(H)(7)
5	(o)	Report on any increase in size proposed or made to the Town Center site during the reporting year	Section 4(I)(6)
6	(p)	Provide summary of all strategies employed to develop and fill the Town Center during the reporting year	Section 4(I)(7)
7	(q)	Provide summary of all strategies employed to develop and fill the Highway Commercial portion of the Project	Section 4(J)(3)
8	(r)	Report on any increase in gross square footage proposed or made to the Business Park during the reporting year	Section 4(K)(5)
9	(s)	Provide summary of all strategies employed to develop and fill the Business Park during the reporting year and report on current estimated need to utilize the Expansion Area	Section 4(K)(6)
10	(t)	Report on any increase in number of hotel/motel units proposed or made during the reporting year	Section 4(L)(4)
11	(u)	Report on status of mining operations	Section 4(M)(4)
12	(v)	Report any adverse impacts/mandated mitigation regarding neighboring wells encountered during reporting year	Section 4(N)(1)(c)
13	(x)	Report on educating residents regarding the practices mandated by the Florida Yards and Neighborhoods Program	Section 4(N)(2)(k&l)
14	(y)	Report on annual ratio of sworn officers to 1,000 residents	Section 4(P)(2)
15	(z)	Provide summary of CPTED strategies employed during the reporting year	Section 4(P)(3)
16	(aa)	Provide summary of emergency management strategies employed during the reporting year	Section 4(Q)(2)
17	(bb)	Report status on development of all parks, recreation facilities and trails during the reporting year	Section 4(R)(6)
18	(cc)	Report status on Public Use Site	Section 4(S)

1	(dd) Report status on Developer's efforts in providing a public school site and any changes to the School Agreement	Section 4(U)(7)
2	(ee) Report on status of Pipeline Transportation Improvements	Section 4(V)_____
3	(ff) Submit required Traffic Impact Monitoring (TIM) report	Section 4(X)(1)

4
5 (C) The Annual Report shall be submitted, on or before July 1st of each year following the
6 adoption year of this Development Order until termination of development activity to: Hernando
7 County, the DCA, the WRPC, the SWFWMD, the FDOT, the FWC, the FDEP, the Hernando County
8 School District, and such additional parties as may be appropriate or required by law.

9
10 **SECTION 6 – SUBSTANTIAL DEVIATION**

11
12 For purposes of this Development Order, the term “Substantial Deviation” shall have the same
13 meaning as defined in § 380.06, Fla. Stat. Except as otherwise provided for in this Development
14 Order, any Substantial Deviation(s) to this Development Order shall be determined as indicated in
15 § 380.06(19), Fla. Stat., as that provision may be amended or renumbered from time to time.

16
17 **SECTION 7 – FURTHER PROVISIONS**

18
19 **BE IT FURTHER RESOLVED BY THE HERNANDO COUNTY BOARD OF**
20 **COMMISSIONERS THAT THE FOLLOWING SHALL APPLY.**

21
22 (A) That this Development Order shall constitute the Development Order of Hernando
23 County, Florida in response to the ADA for the Quarry Preserve DRI filed by the Developer.

24
25 (B) That this Development Order shall be binding upon the Developer and the owners of
26 the Property and on their heirs, assignees, and/or successors in interest.

27
28 (C) That in the event any portion or section of this Development Order is determined to
29 be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no
30 manner affect the remaining portions or sections of this Development Order, which shall remain in
31 full force and effect.

32
33 (D) That a certified true copy of this Development Order shall be recorded, at the
34 Developer's expense, in the Public Records of Hernando County, Florida in accordance with §
35 380.06(15), Fla. Stat., and this Development Order shall govern the development of the Property.

36
37 (E) This Development Order shall be effective upon the effective date of the
38 Comprehensive Plan Amendment (CPAM 07-03) under § 163.3189, Fla. Stat. (the “Effective Date”),
39 provided, however, that a filing of a Notice of Appeal pursuant to § 380.07, Fla. Stat., will stay the
40 effectiveness of this Development Order.

41
42 (F) This Development Order will expire as provided in Section 1(E)(10) above.

1 (G) That approval of this Development Order shall not exempt any portion or unit of the
2 Quarry Preserve DRI from the payment of all required impact fees or from any future impact fees
3 increases. Impact fees shall be due in full without credit or offset except as expressly provided for
4 in this Development Order.

5
6 (H) The Chairman of the BOCC is authorized to execute this Development Order.

7
8 (I) That copies of this Development Order shall be transmitted immediately, by U.S.
9 Certified Mail, to WRPC, DCA and the Developer.

10
11 (J) Nothing herein shall be construed as prohibiting the Developer from appealing any
12 future decision by the County, in regard to the implementation or enforcement of this Development
13 Order, to the BOCC for its review.

14
15 **ADOPTED IN REGULAR SESSION THIS 31st DAY OF AUGUST, 2010 IN**
16 **BROOKSVILLE, FLORIDA.**

17
18 **BOARD OF COUNTY COMMISSIONERS,**
19 **HERNANDO COUNTY, FLORIDA (COUNTY)**

20
21 Attest: Jenine E. Minor, Deputy Clerk By: John Druzbeck
22 KAREN NICOLAIA JOHN DRUZBICK
23 CLERK CHAIRMAN
24
25



26
27
28
29
30 Approved for Form
31 and Legal Sufficiency

32 By: [Signature] 8/12/10
33 Geoffrey T. Kirk
34 Assistant County Attorney
35

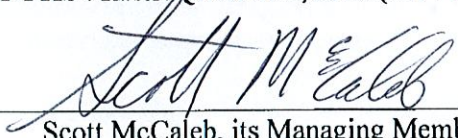
1 **ACCEPTED AND AGREED TO:**

2
3 The Developer, on behalf of itself and as authorized agent for the owners of the Property,
4 hereby accepts and agrees to all terms, conditions and restrictions contained in the Development
5 Order set forth above and further agrees to be bound by same for ourselves, our heirs, successors
6 and/or assigns as long as this Development Order remains effective. Notwithstanding anything
7 herein, the terms, conditions and restrictions shall terminate when this Development Order expires
8 unless the Development Order expressly provides for the term, condition or restriction to remain in
9 effect following the expiration of the Development Order.

10
11 **Witnessed:**

BROOKSVILLE QUARRY, LLC (DEVELOPER)

12 Judith E. Cook
13 Executive Assistant 8-17-10
14 [print name, title and date]

By: 
Scott McCaleb, its Managing Member

15
16
17 Vicki White
18 Exec. Asst. 8-17-10
19 [print name, title and date]

20

1 **Schedule of Exhibits**

2

3 Exhibit A - Legal Description

4 Exhibit B - PM Peak Hour Trip Generation Volumes charts

5 Exhibit C - Map H, Master Development Plan (last revised August 2010)

6 Exhibit D - Quarry Preserve Water and Sewer Service Agreement

7 Exhibit E - Agreement between Developer and Hernando County School Board

**Exhibit A to Development Order–Quarry Preserve Development of Regional Impact
Hernando County, Florida**

August 31, 2010

DESCRIPTIONS OF QUARRY PRESERVE PROPERTY

THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 LYING WEST OF JONES ROAD, AND THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 LYING NORTHERLY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 589, PAGE, 1914, OFFICIAL RECORDS BOOK 892, PAGE 1732 AND OFFICIAL RECORDS BOOK 1875. PAGE 1463, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA , LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF JONES ROAD, ALL IN SECTION 15, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

ALL OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4.

AND

THE SOUTH 1/2, TOGETHER WITH THAT PORTION OF THE NORTHEAST 1/4 LYING EAST OF BRITTLE ROAD, LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1001, PAGE 886, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, ALL IN SECTION 17, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST, ALL IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING NORTH OF U.S. HIGHWAY 98, AND THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH OF U.S. HIGHWAY 98, ALL IN SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST, RUN THENCE SOUTH A DISTANCE OF 510 FEET; THENCE WEST 100 FEET; THENCE NORTHWESTERLY TO A POINT 30 FEET DUE WEST OF THE POINT OF BEGINNING; THENCE NORTH 160 FEET NORTHEASTERLY TO A POINT 460 FEET DUE NORTH OF THE POINT OF BEGINNING; THENCE EAST 180 FEET SOUTHEASTERLY TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST; THENCE WEST TO THE POINT OF BEGINNING.

AND

ALL THAT PORTION LYING NORTH OF U.S. HIGHWAY 98, LESS AND EXCEPT THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, AND FURTHER EXCEPTING ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF BRITTLE ROAD.

AND

ALL LESS AND EXCEPT THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 21, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, AND FURTHER EXCEPTING THAT PORTION LYING WITHIN THE SEABOARD AIRLINE RAILROAD RIGHT OF WAY.

AND

ALL OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND EXCEPT THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND THOSE PORTIONS DESCRIBED IN OFFICIAL RECORDS BOOK 1389, PAGE 1172, OFFICIAL RECORDS BOOK 1584, PAGE 100, OFFICIAL RECORDS BOOK 1665, PAGE 265, OFFICIAL RECORDS BOOK 1906, PAGE 898, OFFICIAL RECORDS BOOK 2127, PAGE 241

AND

OFFICIAL RECORDS BOOK 2279, PAGE 1118, ALL OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND FURTHER EXCEPTING ANY PART LYING WITHIN THE RIGHTS OF WAY OF SNOW HILL ROAD AND JONES ROAD.

AND

THAT PORTION OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, SAID POINT BEING 320 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION AND MARKED BY A POST ON THE EAST SIDE OF THE OLD CRYSTAL RIVER GRADED ROAD, RUNNING THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE EAST SIDE OF SAID GRADED ROAD FOR A DISTANCE OF APPROXIMATELY 1387 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, RUNNING THENCE WEST A DISTANCE OF 880 FEET ALONG THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION TO THE WEST BOUNDARY OF THE SAID SECTION, RUNNING THENCE NORTH ALONG THE WEST BOUNDARY OF THE SAID SECTION A DISTANCE OF 1000 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, RUNNING THENCE EAST ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 880 FEET TO A POINT ON THE EAST SIDE OF OLD CRYSTAL RIVER GRADED ROAD MARKED BY A POST, RUNNING THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE EAST SIDE OF SAID GRADED ROAD FOR A DISTANCE OF APPROXIMATELY 1438 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION, RUNNING THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION A DISTANCE OF 1266 FEET TO THE SOUTHWEST CORNER OF SAID SECTION, RUNNING THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION A DISTANCE OF 1320 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT OF WAY OF LAKE LINDSEY ROAD.

AND

ALL THAT PORTION OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LYING NORTH OF LAKE LINDSEY ROAD, LESS AND EXCEPT THAT PORTION LYING WITHIN THE SEABOARD AIRLINE RAILROAD RIGHT OF WAY.

AND

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION LYING WITH THE SEABOARD AIRLINE RAILROAD RIGHT OF WAY.

AND

THE NORTH 50 FEET OF LOTS 1 AND 2 OF STAFFORD, SAME BEING IN AND A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

LOT 5 IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 19 EAST, A SUBDIVISION KNOWN AS STAFFORD. LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCELS, ANY PART LYING WITHIN ANY COUNTY OR STATE ROAD RIGHT OF WAYS.

AND

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND THE SOUTH 1/2 OF THE

SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 16, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND ACCEPT THE FOLLOWING DESCRIBED PARCELS:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 19 EAST (2" IRON PIPE CAP INSCRIBED) THENCE RUN NORTH 88°22' EAST ON LINE DIVIDING SECTIONS 18 AND 19 A DISTANCE OF 1389.87 FEET TO WEST ONE SIXTEENTH CORNER (80d SPIKE IN ROAD) THENCE CONTINUE ON STATED LINE A DISTANCE OF 239.97 FEET TO THE INTERSECTION OF SAME WITH RIGHT OF WAY BOUNDARY OF FLORIDA 700 AND POINT OF BEGINNING, THENCE CONTINUE ON SECTION LINE A DISTANCE OF 159.17 FEET FOR SOUTHEAST CORNER OF TRACT BEING DESCRIBED, THENCE NORTH 0°29' WEST A DISTANCE OF 278.27 FEET FOR NORTHEAST CORNER, THENCE SOUTH 88°22' WEST, A DISTANCE OF 385.58 FEET TO INTERSECTION OF EAST RIGHT OF WAY BOUNDARY OF FLORIDA 491 AND NORTHWEST CORNER, THENCE SOUTH 0°29' EAST ON RIGHT OF WAY BOUNDARY OF STATED ROAD, THE SAME BEING 50 FEET FROM AND PARALLEL TO CENTERLINE OF SAID ROAD, A DISTANCE OF 100 FEET TO THE INTERSECTION OF RIGHT OF WAY BOUNDARIES OF STATE ROADS 700 AND 491, THENCE SOUTH 52°58' EAST ON THE NORTHERN RIGHT OF WAY BOUNDARY OF STATE ROAD 700 THE SAME BEING 132 FEET FROM AND PARALLEL TO THE CENTERLINE OF SAID ROAD, A DISTANCE OF 285.36 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 66, PAGE 532, OF SAID PUBLIC RECORDS AND OFFICIAL RECORDS BOOK 723, PAGE 666, OF SAID PUBLIC RECORDS (ALL BEING COMBINED):

AND

COMMENCE AT THE INTERSECTION WHERE THE EASTERLY RIGHT OF WAY OF STATE ROAD #491 INTERSECTS THE NORTHERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 98. THENCE IN A NORTHERLY DIRECTION ALONG THE EASTERLY RIGHT OF WAY OF STATE ROAD #491, A DISTANCE OF 248 FEET FOR A POINT OF BEGINNING. THENCE CONTINUE NORTHERLY ALONG SAID RIGHT OF WAY 150 FEET, THENCE IN AN EASTERLY DIRECTION 420 FEET, THENCE IN A SOUTHERLY DIRECTION 200 FEET, THENCE IN A WESTERLY DIRECTION 420 FEET TO SAID RIGHT OF WAY, THENCE IN A NORTHERLY DIRECTION ALONG SAID RIGHT OF WAY A DISTANCE OF 50 FEET BACK TO THE POINT OF BEGINNING.

AND

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL LYING NORTH OF THE RIGHT

OF WAY LINE OF U.S. HIGHWAY 98, ALSO KNOWN AS STATE ROAD 700, ALL IN SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST, RUN THENCE SOUTH A DISTANCE OF 510 FEET; THENCE WEST 100 FEET, THENCE NORTHWESTERLY TO A POINT 30 FEET DUE WEST OF THE POINT OF BEGINNING; THENCE NORTH 160 FEET NORTHEASTERLY TO A POINT 460 FEET DUE NORTH OF THE POINT OF BEGINNING; THENCE EAST 180 FEET SOUTHEASTERLY TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST; THENCE WEST TO THE POINT OF BEGINNING.

AND

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 21, TOWNSHIP 21 SOUTH, RANGE 19 EAST. HERNANDO COUNTY, FLORIDA.

AND

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTH 1/2 OF THE NORTHEAST 1/4, ALL IN SECTION 22, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

THE NW 1/4 OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS EXISTING RIGHT OF WAY FOR BRITTLE ROAD.

AND

THE NW 1/4 OF THE NE 1/4; AND THE EAST 1/2 OF THE NE 1/4; ALL IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

I

**Exhibit B to Development Order–Quarry Preserve Development of Regional Impact
Hernando County, Florida**

August 31, 2010

Exhibit B : PM Peak Hour Trip Generation Volumes - Phase I Quarry Preserve

ITE Land Use Code	Land Use	Size	Unit	Total	Gross PM Peak Hour ¹		Internal Capture ²		Pass-by Capture		Net External PM Peak Hour	
					In	Out	In	Out	In	Out	In	Out
Residential Uses												
210	Single Family (Club+Private)	804	du	700	441	259	141	83	-	-	300	176
210	Single Family (Village)	100	du	107	67	40	21	13	-	-	46	27
260	Resort Homes	875	du	228	93	135	30	43	-	-	63	92
251	Active Adult-Village Center	650	du	189	115	74	37	24	-	-	78	50
220	Apartments-Village	756	du	433	281	152	90	49	-	-	191	103
230	Townhomes-Village	444	du	204	137	67	44	21	-	-	93	46
	Subtotal	3,629	du	1,861	1,134	727	363	233	-	-	771	494
Institutional & Recreational												
330	Resort Hotel Lodge	100	rooms	20	9	11	3	4	-	-	6	7
430	Golf Course	18	Holes	49	22	27	7	9	-	-	15	18
520	Elementary School ³	500	student	28	8	20	3	6	-	-	5	14
560	Civic Centers & Churches ⁴	110,000	gsf	73	38	35	12	11	-	-	26	24
	Subtotal			170	77	93	25	30	-	-	52	63
Business Park												
130	Industrial Park	150,000	gsf	158	33	125	11	40	-	-	22	85
750	Office Park	125,000	gsf	257	36	221	12	71	-	-	24	150
	Subtotal	275,000	gsf	415	69	346	23	111	-	-	46	235
Commercial Uses												
814	Village Center / Specialty Retail	70,000	gsf	189	83	106	27	34	-	-	56	72
820	Community Commercial-West side	155,000	gsf	836	401	435	128	139	45	45	228	251
	Subtotal	225,000	gsf	1,025	484	541	155	173	45	45	284	323
	Grand Total			3,471	1,764	1,707	566	547	45	45	1,153	1,115
												2,268
												Grand Total (two way)

1. Based On Trip Generation Report, ITE 7th Edition, 2003
 2. Based on PSUTMIS Model Run , Prior Discussions & Presentations
 3. The weekday p.m. peak hour of the generator varied between 2:00 and 4:00 p.m. - ITE 7th Edition - Allocation For Staff Given
 4. The weekday p.m. peak hour of the generator varied between 7:00 and 11:00 p.m. - ITE 7th Edition

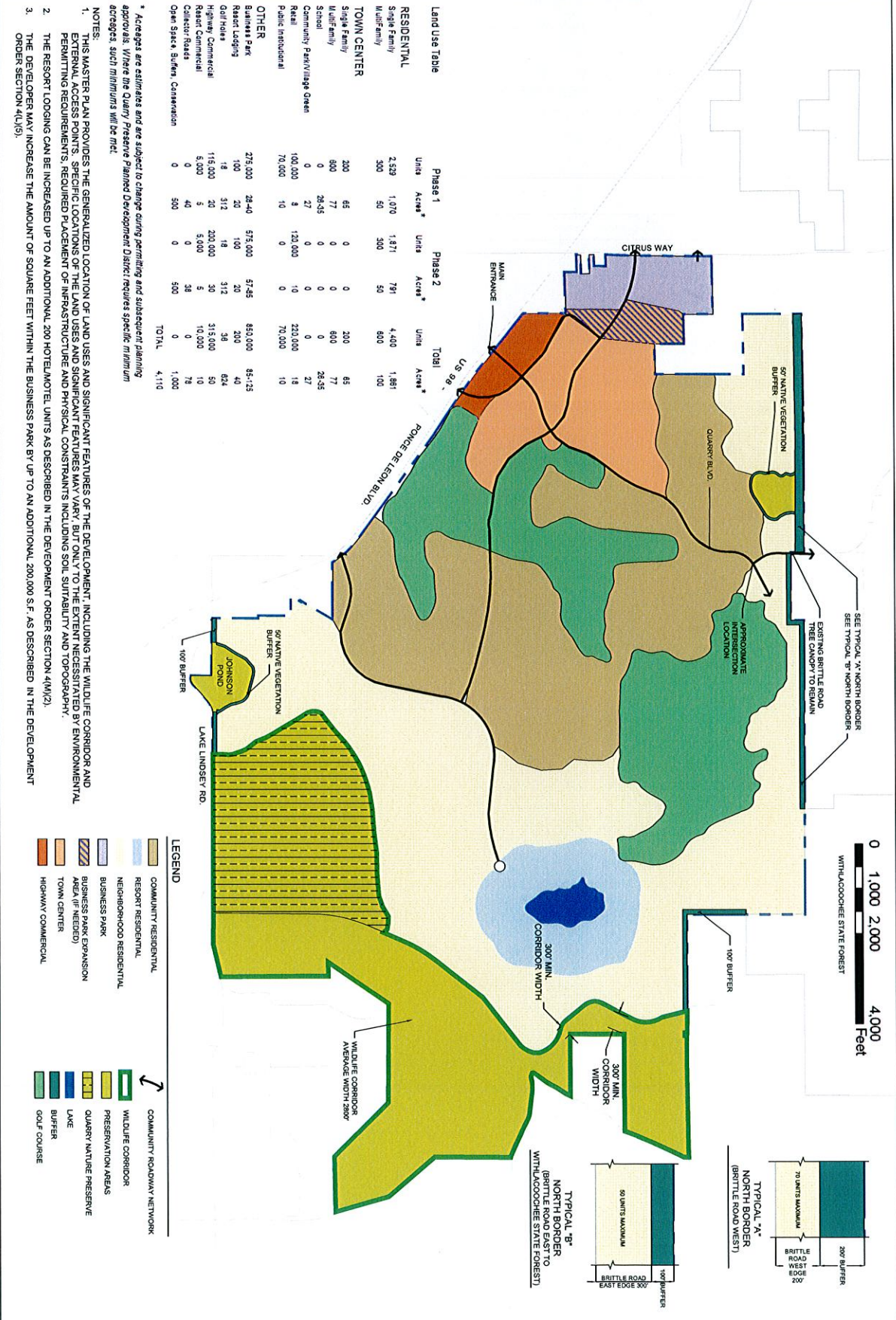
Exhibit B : PM Peak Hour Trip Generation Volumes - Build Out Quarry Preserve

ITE Land Use Code	Land Use	Size	Unit	Total	Gross PM Peak Hour ¹		Internal Capture ²		Pass-by Capture		Net External PM Peak Hour	
					In	Out	In	Out	In	Out	In	Out
Residential Uses												
210	Single Family (Club+Private)	1,900	du	1,517	956	561	382	224	-	-	574	337
210	Single Family (Village)	100	du	107	67	40	27	16	-	-	40	24
260	Resort Homes	1,300	du	338	139	199	56	80	-	-	83	119
251	Active Adult- East Section	650	du	189	115	74	46	30	-	-	69	44
251	Active Adult-Village Center	650	du	189	115	74	46	30	-	-	69	44
220	Apartments-Village	756	du	433	281	152	112	61	-	-	169	91
230	Townhomes-Village	444	du	204	137	67	55	27	-	-	82	40
	Subtotal	5,800	du	2,977	1,610	1,167	724	469	-	-	1,086	699
Institutional & Recreational												
330	Resort Hotel Lodge	200	rooms	55	24	31	10	12	-	-	14	19
430	Private Golf Course	18	Holes	49	22	27	9	11	-	-	13	16
430	Public Golf Courses (2)	36	Holes	99	44	55	18	22	-	-	26	33
520	Elementary School ³	1,000	student	173	8	165	3	66	-	-	5	99
560	Civic Centers & Churches ⁴	110,000	gsf	73	38	35	15	14	-	-	23	21
	Subtotal			449	136	313	55	125	-	-	81	168
Business Park												
130	Industrial Park	500,000	gsf	427	90	337	36	135	-	-	54	202
750	Office Park	350,000	gsf	530	74	456	30	162	-	-	44	274
	Subtotal	850,000	gsf	957	164	793	66	317	-	-	98	476
Commercial Uses												
814	Village Center / Specialty Retail	140,000	gsf	357	157	200	63	80	-	-	94	120
820	Community Commercial-East side	90,000	gsf	584	280	304	112	121	5	5	163	178
820	Community Commercial-West side	180,000	gsf	923	443	480	177	192	29	29	237	259
820	Community Commercial-West side	135,000	gsf	763	366	397	146	159	20	20	200	218
	Subtotal	545,000	gsf	2,627	1,247	1,380	498	552	54	54	695	774
	Grand Total			7,010	3,356	3,653	1,343	1,462	54	54	1,959	2,137
												4,096
												Grand Total (two way)

1. Based On Trip Generation Report, ITE 7th Edition, 2003
 2. Based on FSUTMS Model Run , Trip Monitoring Limits, Prior Discussions & Presentations
 3. The weekday p.m. peak hour of the generator varied between 2:00 and 4:00 p.m. - ITE 7th Edition - Trips Assigned Per Comments
 4. The weekday p.m. peak hour of the generator varied between 7:00 and 11:00 p.m. - ITE 7th Edition

**Exhibit C to Development Order–Quarry Preserve Development of Regional Impact
Hernando County, Florida**

August 31, 2010



Land Use Table	Phase 1		Phase 2		Total	
	Units	Acres*	Units	Acres*	Units	Acres*
RESIDENTIAL						
Single Family	2,339	1,070	1,371	791	4,100	1,861
Multifamily	300	50	300	50	600	100
TOWN CENTER						
Single Family	200	45	0	0	200	45
Multifamily	800	77	0	0	800	77
School	0	26-35	0	0	0	26-35
Community Park/Village Green	0	27	0	0	0	27
Retail	100,000	3	120,000	10	220,000	13
Public Institutional	70,000	10	0	0	70,000	10
OTHER						
Ballinas Park	275,000	26-40	575,000	57-85	\$850,000	\$8-12
Resort Lodging	100	20	100	20	200	40
Golf Holes	18	312	18	312	36	624
Highway Commercial	115,000	20	220,000	30	315,000	50
Retail Commercial	5,000	5	5,000	5	10,000	10
Collector Roads	0	40	0	38	0	78
Open Space Buffer Conservation	0	500	0	500	0	1,000
TOTAL					4,110	

* Averages are estimates and are subject to change during permitting and subsequent planning approvals. Where the Quarry Preserve Planned Development District requires specific minimum acreages, such minimums will be met.

NOTES:

- THIS MASTER PLAN PROVIDES THE GENERALIZED LOCATION OF LAND USES AND SIGNIFICANT FEATURES OF THE DEVELOPMENT, INCLUDING THE WILDLIFE CORRIDOR AND EXTERNAL ACCESS POINTS. SPECIFIC LOCATIONS OF THE LAND USES AND SIGNIFICANT FEATURES MAY VARY, BUT ONLY TO THE EXTENT NECESSITATED BY ENVIRONMENTAL PERMITTING REQUIREMENTS. REQUIRED PLACEMENT OF INFRASTRUCTURE AND PHYSICAL CONSTRAINTS INCLUDING SOIL SUITABILITY AND TOPOGRAPHY.
- THE RESORT LODGING CAN BE INCREASED UP TO AN ADDITIONAL 200 HOTEL/MOTEL UNITS AS DESCRIBED IN THE DEVELOPMENT ORDER SECTION 4(M)21.
- THE DEVELOPER MAY INCREASE THE AMOUNT OF SQUARE FEET WITHIN THE BUSINESS PARK BY UP TO AN ADDITIONAL 200,000 S.F. AS DESCRIBED IN THE DEVELOPMENT ORDER SECTION 4(L)15.

LEGEND

- COMMUNITY RESIDENTIAL
- RESORT RESIDENTIAL
- NEIGHBORHOOD RESIDENTIAL
- BUSINESS PARK
- BUSINESS PARK EXPANSION AREA (IF NEEDED)
- TOWN CENTER
- HIGHWAY COMMERCIAL
- WILDLIFE CORRIDOR
- PRESERVATION AREAS
- QUARRY NATIVE PRESERVE
- LAKE
- BUFFER
- GOLF COURSE
- COMMUNITY ROADWAY NETWORK

QUARRY PRESERVE PDD
ENVIRONMENTAL AND PRESERVE FEATURES



MAP
H

**Exhibit D to Development Order–Quarry Preserve Development of Regional Impact
Hernando County, Florida**

August 31, 2010

**QUARRY PRESERVE DEVELOPMENT OF REGIONAL IMPACT
WATER AND SEWER
SERVICE AGREEMENT**

This WATER AND SEWER SERVICE AGREEMENT (herein “AGREEMENT”) is made and entered into this 31st day of August, 2010, by and between HERNANDO COUNTY WATER AND SEWER DISTRICT, a body corporate and politic, (herein “DISTRICT”) and BROOKSVILLE QUARRY, LLC, a Florida limited liability company (herein “DEVELOPER”). Collectively, DISTRICT and DEVELOPER may be referred to herein as “PARTIES”.

RECITALS

WHEREAS, DEVELOPER is presently proceeding with the planning of a mixed use master planned sustainable development on approximately four thousand two hundred eighty (4,280) acres to be known as Quarry Preserve (herein “PROJECT”); and

WHEREAS, the legal description of the PROJECT is attached hereto as Exhibit A; and

WHEREAS, the PARTIES have entered into this AGREEMENT to delineate, make certain and define each of their obligations and responsibilities with respect to: (1) a potable water system, including the production, treatment, storage and distribution facilities; and (2) a wastewater system, including the collection, treatment and transmission facilities; and

WHEREAS, with the improvements provided for herein, the DISTRICT ultimately will have a potable water system and a wastewater system capable of providing a potable water service and sanitary sewer service to the PROJECT; and

WHEREAS, the PARTIES are desirous of entering into an agreement pursuant to which the DISTRICT shall provide potable water and sanitary sewer service to the PROJECT.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid by the PARTIES hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual undertakings and agreements herein set forth and contained, the PARTIES hereto covenant and agree each with the other as follows:

AGREEMENT

1. **RECITALS.** The above Recitals are true and correct and form a material part of this AGREEMENT.

2. **EXHIBITS.** The following exhibits are incorporated into this AGREEMENT by reference hereto:

Exhibit A. Legal description of the PROJECT.

Exhibit B. Regional Potable Water Improvements

Exhibit C. Draft Letter of Dedication

Exhibit D. Regional Wastewater Improvements

3. POTABLE WATER SUPPLY PRODUCTION, TREATMENT AND DISTRIBUTION SYSTEM.

3.01 On-Site Regional Water Supply System

A. Phase I Regional Water Supply Facilities. The DEVELOPER agrees to design, permit, construct and install the Phase I regional water supply facilities described in Exhibit B, entitled Regional Potable Water Improvements, attached hereto, to supply the PROJECT's potable water supply. The DEVELOPER agrees to provide the initial site of approximately five (5) acres, including buffering. At or prior to approval of the first conditional plat, the DEVELOPER and the DISTRICT shall mutually agree on the location of the site on which the improvements will be located. Upon completion of said improvements, the DEVELOPER shall convey said improvements and the site to the DISTRICT, subject to the DISTRICT's acceptance of said improvements and site, which acceptance shall not be unreasonably withheld. Thereafter, the DISTRICT agrees to operate and maintain said improvements and site to serve the potable water supply and treatment needs of the PROJECT in accordance with the terms and conditions of this AGREEMENT. The DEVELOPER shall be responsible for all costs incurred in connection with the design, permitting, construction and installation of these facilities. The DISTRICT shall cooperate with the DEVELOPER as needed. The application and water use permit shall be in the name of the DISTRICT. Notwithstanding the foregoing, in the event the

DISTRICT desires to proceed with the Phase I improvements prior to DEVELOPER's commencement of the design, permitting, construction and installation of the Phase I facilities, the DISTRICT, may elect to design, permit, construct or install all or a portion of said improvements, including the Phase 2 regional water supply facilities described in Exhibit B. Provided, however, prior to exercising this option, the DISTRICT shall give the DEVELOPER written notice. Said written notice shall be delivered to the DEVELOPER no less than sixty (60) days prior to the DISTRICT commencing its activities. In the event that the DISTRICT wants to take over or assume any work in progress, then the DISTRICT agrees: (1) the DISTRICT will not duplicate or repeat any of the work undertaken by the DEVELOPER; (2) the DISTRICT's future work will be consistent with the work previously done by the DEVELOPER; and (3) the work undertaken by the DEVELOPER will receive connection fee credits.

B. Phase 2 Regional Water Supply Facilities. Prior to the Phase I improvements production reaching eight hundred thousand (800,000) gallons per day (gpd), the DISTRICT agrees to design, permit, construct and install the Phase 2 regional water supply facilities described in Exhibit B, entitled Regional Potable Water Improvements, attached hereto. The DEVELOPER agrees to provide the additional site, including buffering of approximately five (5) acres. At or prior to approval of the first conditional plat, the DEVELOPER and the DISTRICT shall mutually agree on the location of the site on which the improvements will be

located. The DISTRICT shall be responsible for securing all permits and approvals for the construction and operation of all Phase 2 facilities, including all costs. The DEVELOPER shall convey the site to the DISTRICT upon the DISTRICT securing all permits and approvals for the construction of the facilities and prior to the commencement of construction. Upon completion of the construction of said improvements, the DISTRICT shall operate and maintain the site and improvements in conjunction with the Phase I site and improvements to provide continuous potable water service to the PROJECT in accordance with the terms and conditions of the AGREEMENT. All costs incurred for the Phase 2 facilities shall be borne by the DISTRICT.

C. Miscellaneous Facilities. The Phase 1 and Phase 2 regional water supply facilities described herein shall provide a quantity of potable water in excess of the potable water needs of the PROJECT. As a result the DISTRICT plans to utilize a portion of the potable water produced to serve other customers of the DISTRICT. In order to do such, the DISTRICT will have to connect to the on-site facilities and to interconnect the Phase 1 and Phase 2 facilities. All costs of the DISTRICT's connection to the on-site facilities and the interconnection between Phase 1 and Phase 2 shall be the DISTRICT's responsibility, including the costs of designing, permitting, constructing and operating the facilities. In designing and permitting said facilities, the DEVELOPER shall cooperate with the DISTRICT in locating said facilities. The DEVELOPER shall provide easements for said

facilities, so long as these facilities are located in areas consistent with the DEVELOPER's plan. Said determination of consistency shall be in the sole discretion of the DEVELOPER.

D. Developer Option. In the event the DISTRICT fails to design, permit, construct or install the Phase 2 regional water supply facilities as required in provision 3.01.B., the DEVELOPER, at its discretion, may elect to design, permit, construct or install all or a portion of said improvements. In the event the DEVELOPER makes such an election, the DEVELOPER shall receive connection fee credits for all costs incurred as provided in provision 3.06.

3.02 On-site Potable Water Distribution System. DEVELOPER agrees to construct the on-site potable water distribution system in phases for the PROJECT. DEVELOPER shall install, at its expense and without any credits against water connection fees, all distribution lines, fittings, fire hydrants, back-flow prevention devices and other potable water distribution facilities necessary to serve the PROJECT. The on-site potable water distribution system shall be constructed and installed in accordance with Florida Department of Environmental Protection (herein "FDEP") Regulations and Hernando County Codes and Standards, as may be applicable and pertaining thereto. Once DEVELOPER has conveyed any facilities to the DISTRICT as provided for herein, the DISTRICT agrees to thereafter provide continuous potable water service of sufficient pressure and capacity to meet the needs of any development to be serviced by said facilities.

Said potable water supply needs shall be defined as that supply necessary to serve the PROJECT, in phases, and when the PROJECT is fully developed.

3.03 Payment Of Water Connection Fees. DEVELOPER agrees to pay the DISTRICT a water connection fee or provide an appropriate water connection fee credit to the DISTRICT for each residential, commercial or other unit prior to issuance of a building permit for the unit. Water connection fee credits shall be determined in accordance with provision 3.08. Water connection fees or portions thereof, when paid in cash, will be paid at the DISTRICT's water connection fee rate in effect at the time payment is made. See examples in provision 3.07.

3.04. Plans And Specifications. DEVELOPER agrees to prepare or have prepared plans and specifications necessary for the Phase 1 regional water facilities described in this AGREEMENT (See Exhibit B). All engineering and survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings to the DISTRICT shall be at the expense of the DEVELOPER. DEVELOPER also agrees to provide the DISTRICT with a set of as-built or record drawings on computer diskette.

DEVELOPER agrees that before the plans and specifications prepared by DEVELOPER in accordance with this AGREEMENT are submitted for review by any regulatory body, the plans and specifications shall have been submitted to and

approved by the DISTRICT. Plans and specifications shall be either approved or disapproved within ten (10) business days of the date on which such documents are submitted to the DISTRICT and approval of such plans and specifications shall not be unreasonably withheld. DEVELOPER further agrees that it will obtain all necessary construction permits before commencement of construction of the aforementioned water distribution system.

In order to qualify for credits pursuant to this Agreement, construction hereunder shall require DEVELOPER to request bids and to award a contract to the lowest qualified, responsive and responsible bidder as determined by the DEVELOPER. DISTRICT representatives shall be notified of the opportunity to participate in bid solicitation, advertisement and review, and to advise with respect to the selection of the lowest qualified, responsive and responsible bidder.

3.05. Conveyance Of The Water Distribution System. After final inspection and acceptance by the DISTRICT of the potable water facilities described in this AGREEMENT, the DISTRICT shall be responsible for all maintenance and operation of said lines and facilities without further cost to DEVELOPER. DEVELOPER agrees to secure a warranty bond from the contractor to repair or replace (at the option of the DISTRICT) all potable water facilities which have construction or installation defects within a period of eighteen (18) months from the date of conveyance to the DISTRICT, provided that said lines and facilities have been properly operated and maintained by the DISTRICT.

DEVELOPER shall convey said potable water lines and facilities to the DISTRICT by means of a letter of dedication, an example of which is attached hereto as Exhibit C. Further, said dedication shall specifically include all on-site facilities by plat dedication pursuant to Hernando County Subdivision Regulations. Upon acceptance, all potable water lines and facilities shall be placed by DEVELOPER in utility easements granted to the DISTRICT or in rights-of-way provided by DEVELOPER.

3.06 Credits Against Water Connection Fees. In exchange for the lands to be provided pursuant to provisions 3.01.A. and 3.01.B. and the design, permitting, construction and installation of the improvements, DEVELOPER shall be entitled to a credit for water connection fees as more particularly described below.

The amount of credit for water connection fees shall be determined according to the following standards of valuation:

A. In the case of land dedications by DEVELOPER, the value of the land shall be determined by appraisal. The appraisal shall be prepared by an appraiser that is mutually acceptable to the DISTRICT and DEVELOPER. In the case of contributions for designing, permitting, construction or installation of improvements, the value of DEVELOPER's proposed contribution shall be the actual cost incurred by DEVELOPER and will be adjusted upon completion of the construction to reflect the actual cost of designing, permitting, construction or

installation of improvements experienced by DEVELOPER. Upon completion of construction or installation of any facilities by DEVELOPER, the DISTRICT shall be notified in writing that the construction or installation is complete and the actual cost of designing, permitting, construction or installation shall be set forth therein and certified as true and correct by an engineer licensed in the State of Florida. Water connection fee credits shall be based on the rate in effect at the time the written notice is received by the DISTRICT. The actual cost of designing, permitting, construction or installation shall be mutually agreeable and neither party shall unreasonably withhold its agreement as to the actual cost. The initial estimates of costs for contributions under this AGREEMENT are set forth in Exhibit B.

B. The credit for water connection fees identified herein shall run with the property described in Exhibit A and the credits may be used only for buildings within the PROJECT. It shall be DEVELOPER's obligation to notify the DISTRICT that a credit is available, each time DEVELOPER applies for a building permit. All credits shall be freely assignable throughout the PROJECT. Said credits must be used as provided herein and are non-refundable.

C. DEVELOPER shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost of designing, permitting, construction and installation of any improvements. This information shall be available to the DISTRICT, for audit, inspection, or copying,

for a minimum of five (5) years from the date DEVELOPER's engineer certifies said costs to the DISTRICT.

D. Each contribution for credit by DEVELOPER must fall into one of the following four (4) categories: (1) water supply facilities; (2) water storage facilities; (3) water treatment facilities; or (4) off-site water transmission facilities.

3.07 Examples For Determining Water Connection Fee Credits.

For purposes of illustrating how water connection fee credits shall be determined, the following examples have been prepared:

For example 1, assume DEVELOPER incurs costs for water improvements valued at \$1,000,000. Also assume that at the time the foregoing improvements are completed and accepted by the DISTRICT, the DISTRICT's water connection fee per ERU totals \$2,500. DEVELOPER will receive 400 ERU credits toward water connections.

For example 2, assume at the time DEVELOPER applies for an ERU connection that the ERU values are the same as when the credits were issued and that DEVELOPER has used all of its water connection fee credits. In that case, the DEVELOPER will pay \$2,500 for each ERU water connection.

For example 3, assume at the time DEVELOPER applies for an ERU connection, the DEVELOPER has no water connection fee credits, and the DISTRICT has increased the water connection fee to \$3,000. For DEVELOPER to obtain the connection, DEVELOPER will pay \$3,000 for each ERU water

connection. As illustrated, in the event of an increase in the water connection fee, there will be no impact on the value of credits held by DEVELOPER.

4. WASTEWATER TREATMENT AND COLLECTION SYSTEM.

4.01 Regional Wastewater Collection and Transmission. The DEVELOPER agrees to design, permit, construct and install a regional master liftstation and forcemain improvements as described in Exhibit D, entitled Regional Wastewater Improvements, attached hereto, necessary to provide the wastewater collection and transmission needs of the PROJECT. The DEVELOPER also agrees to provide an approximate five (5) acre site and required easements or other sized parcel and easement arrangement as agreed to by the DEVELOPER and the DISTRICT in which to locate said improvements lying within the PROJECT. Upon completion of said improvements, the DEVELOPER shall convey the said improvements, site and easements to the DISTRICT subject to the DISTRICT'S acceptance of said improvements, which will not be unreasonably withheld. The DISTRICT agrees to thereafter operate and maintain said site, easements and improvements to provide for the wastewater collection and transmission needs of the PROJECT in accordance with the terms and conditions of this AGREEMENT.

4.02 Regional Transmission Forcemain Easement. It is anticipated that the DISTRICT has or will have control of the required right-of-way and easements outside the PROJECT in which to construct, operate and maintain the proposed

regional force main. However, the DEVELOPER will coordinate acquisition of additional offsite easements through private purchase by the DEVELOPER on behalf of the DISTRICT, if required. Upon the conveyance of such easement to the DISTRICT, the DISTRICT shall reimburse the DEVELOPER for direct offsite easement acquisition costs, including: all planning, survey, title, legal, property appraisal, and property purchase, provided, however, that such costs are first reviewed and approved by the DISTRICT. If such easement is not reasonably available to the DEVELOPER through private purchase, the DISTRICT agrees to timely exercise its power of eminent domain to condemn such easement.

4.03 On-site Wastewater Collection And Transmission System.

DEVELOPER agrees to design, permit, construct and install, in phases, at their expense and without any credits against wastewater connection fees, an on-site wastewater collection and transmission system for the PROJECT. DEVELOPER shall install all force mains, gravity lines, pump stations and related facilities necessary to serve the PROJECT at build out. The on-site wastewater collection and transmission system shall be constructed and installed in accordance with FDEP Regulations and Hernando County Codes and Standards, as may be applicable and pertaining thereto. Once DEVELOPER has conveyed any facilities to the DISTRICT as provided for herein, the DISTRICT agrees to thereafter provide continuous wastewater treatment service to meet the needs of any development to be serviced by said facilities. Said wastewater needs shall be

defined as that service necessary to serve the PROJECT, in phases, and when the PROJECT is fully developed.

4.04 Interim Wastewater Treatment Plant. The DISTRICT and DEVELOPER have agreed that the DEVELOPER shall design, permit, construct and operate a temporary wastewater treatment plant with a maximum capacity of fifty thousand (50,000) gallons per day (gpd) to handle the initial flow of wastewater from the PROJECT. At such time as the flow to the temporary plant reaches eighty percent (80%) capacity, the DEVELOPER shall design, permit and construct the necessary improvements to transmit the onsite wastewater to the onsite DISTRICT regional master lift station, described in provision 4.01, and transmitted to the Glen Regional Wastewater Treatment Plant (herein “Glen RWP”). Notwithstanding the foregoing, at its sole discretion, the DISTRICT may require the DEVELOPER to forego the construction and use of the temporary wastewater treatment facility contemplated above and to proceed directly to the construction of the improvements set forth in provision 4.01 thereby eliminating the need for the temporary facilities, provided, this request may only be made by the DISTRICT prior to the submittal of any permit request by the DEVELOPER for the approval of said temporary wastewater facility.

4.05 Payment Of Wastewater Connection Fees. DEVELOPER agrees to pay the DISTRICT a wastewater connection fee or provide an appropriate wastewater connection fee credit to the DISTRICT for each residential,

commercial or other unit prior to issuance of a building permit for the unit.

Wastewater connection fee credits shall be determined in accordance with provision 4.08. Wastewater connection fees or portions thereof, when paid in cash, will be paid at the DISTRICT's wastewater connection fee rate in effect at the time payment is made. See examples in provision 4.09

4.06 Plans And Specifications. DEVELOPER agrees to prepare or have prepared plans and specifications necessary for the construction of all on-site and off-site wastewater facilities described in provision 4.01. All engineering and survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings to the DISTRICT shall be at the expense of DEVELOPER. DEVELOPER also agrees to provide the DISTRICT with a set of "As built" or "record" drawings on computer diskette.

DEVELOPER agrees that before the plans and specifications prepared by DEVELOPER in accordance with this AGREEMENT are submitted for review by any regulatory body, the plans and specifications shall have been submitted to and approved by the DISTRICT. Plans and specifications shall be either approved or disapproved within ten (10) business days of the date on which such documents are submitted to the DISTRICT and approval of such plans and specifications shall not be unreasonably withheld. DEVELOPER further agrees that it will obtain all

necessary construction permits before commencement of construction of the aforementioned wastewater collection and transmission system.

In order to qualify for credits pursuant to this Agreement, construction hereunder shall require DEVELOPER to request bids and to award a contract to the lowest qualified, responsive and responsible bidder, as determined by the DEVELOPER. DISTRICT representatives shall be notified of the opportunity to participate in bid solicitation, advertisement and review, and to advise with respect to the selection of the lowest qualified, responsive and responsible bidder.

4.07 Conveyance Of The Wastewater Collection And Transmission

Systems. After final inspection and acceptance by the DISTRICT of the off-site wastewater transmission system and the on-site wastewater collection and transmission system, the DISTRICT shall be responsible for all maintenance and operation of said lines and facilities without further cost to DEVELOPER.

DEVELOPER agrees to secure a warranty bond from the contractor to repair or replace (at the option of the DISTRICT) any wastewater transmission lines, pump stations and other facilities which have construction or installation defects for a period of eighteen (18) months from the date of conveyance to the DISTRICT, provided that said lines, pump stations and facilities have been properly operated and maintained by the DISTRICT. DEVELOPER shall convey all on-site and off-site lines, pump stations and facilities to the DISTRICT by means of a letter of dedication, an example of which is attached hereto as Exhibit C. Further, said

dedication shall specifically include all on-site facilities by plat dedication pursuant to Hernando County Subdivision Regulations. Upon acceptance, all on-site lines, pump stations and other facilities shall be placed by DEVELOPER in utility easements granted to the DISTRICT or in rights-of-way provided by DEVELOPER.

4.08 Credits Against Wastewater Connection Fees. In exchange for the design, permitting, construction and installation of the off-site wastewater collection and transmission system, the site for the regional master lift station and the sewer force main, including lift stations, identified and contemplated in this AGREEMENT, DEVELOPER shall be entitled to a credit for wastewater connection fees as more particularly described below.

The amount of credit for wastewater connection fees shall be determined according to the following standards of valuation:

A. In the case of land dedications by DEVELOPER, the value of the land shall be determined by appraisal. The appraisal shall be prepared by an appraiser that is mutually acceptable to the DISTRICT and DEVELOPER. In the case of contributions for designing, permitting, construction or installation of improvements, the value of DEVELOPER's proposed contribution shall be adjusted upon completion of the construction to reflect the actual cost of designing, permitting, construction or installation of improvements experienced by DEVELOPER. Upon completion of construction or installation of any facilities

by DEVELOPER, the DISTRICT shall be notified in writing that the construction or installation is complete and the actual cost of designing, permitting, construction or installation shall be set forth therein and certified as true and correct by an engineer licensed in the State of Florida. Wastewater connection fee credits shall be based on the rate in effect at the time the written notice is received by the DISTRICT. The actual costs of construction or installation shall be mutually agreeable and neither party shall unreasonably withhold its agreement as to the actual cost. The initial estimate of costs for contributions under this AGREEMENT is detailed in Exhibit D.

B. The credit for wastewater connection fees identified herein shall run with the property described in Exhibit A and the credits may be used only for buildings within the PROJECT. It shall be DEVELOPER's obligation to notify the DISTRICT that a credit is available, each time DEVELOPER applies for a building permit. All credits shall be freely assignable throughout the PROJECT. Said credits must be used as provided herein and are non-refundable.

C. DEVELOPER shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost of designing, permitting, construction or installation of any improvements. This information shall be available to the DISTRICT, for audit, inspection, or copying, for a minimum of five (5) years from the termination of this AGREEMENT.

D. Each contribution for credit by DEVELOPER must fall into one of the following three (3) categories: (1) subregional wastewater treatment facilities; (2) subregional wastewater off-site transmission; or (3) non-subregional off-site facilities.

4.09 Examples Of Determining Wastewater Connection Fee Credits.

For purposes of illustrating how wastewater connection fee credits shall be determined, the following examples have been prepared:

For example 1, assume DEVELOPER incurs costs for wastewater improvements valued at a total cost of \$1,050,000. Also assume that at the time the foregoing improvements are completed and accepted by the DISTRICT, the DISTRICT's wastewater connection fee per ERU totals \$3,500. DEVELOPER will receive 300 ERU credits toward wastewater connection fees.

For example 2, assume at the time DEVELOPER applies for an ERU connection that the ERU values are the same as when the credits were issued and that DEVELOPER has used all of its wastewater fee credits. In that case, for an ERU the DEVELOPER will pay \$3,500 per wastewater connection.

For example 3, assume at the time DEVELOPER applies for an ERU connection, the DISTRICT has increased the wastewater connection fee to \$4,000 per ERU, and DEVELOPER has used all of its wastewater connection fee credits. For DEVELOPER to obtain the connection for an ERU, DEVELOPER will pay \$4,000 per wastewater connection. As illustrated, in the event of an increase in the

wastewater connection fee, there will be no impact on the value of credits held by DEVELOPER.

5. RECLAIMED WATER.

5.01 Overview. The DEVELOPER agrees to accept reclaimed water from the DISTRICT's Glen RWP when made available to and delivered to the PROJECT as a supply source for and within the available limits of the PROJECT's irrigation system, and subject to terms and conditions acceptable to DEVELOPER.

6. GENERAL PROVISIONS.

6.01 Compliance With Ordinance. The DISTRICT and DEVELOPER agree that this AGREEMENT acknowledges a request for potable water and wastewater service from the DISTRICT. This AGREEMENT further provides terms hereof which constitute the response to DEVELOPER's request for potable water and wastewater treatment services and the availability of such service is based upon the terms of this AGREEMENT. This AGREEMENT constitutes a formal commitment from the DISTRICT to DEVELOPER to provide potable water and wastewater treatment services to DEVELOPER. Potable water and wastewater treatment services as outlined in this AGREEMENT are contingent upon the DISTRICT's final acceptance of the potable water and wastewater transmission lines and facilities as well as the receipt of connection fees as specified in this AGREEMENT. The DISTRICT shall accept said facilities so long as they are built in accordance with the provisions of this AGREEMENT and

certified by an engineer licensed by the State of Florida to have been built substantially in accordance with the approved plans and specifications.

6.02 Service Rates. The rates for potable water and wastewater treatment service to be charged to the PROJECT shall be those rates as set forth by the DISTRICT, in its ordinance entitled “An Ordinance Promulgating the Rates to be Charged for Use of the District Water and Sewer Services”, as amended.

6.03 Oversizing. The DISTRICT shall have the right, in its sole discretion to require DEVELOPER to oversize (other than what is needed for the projected flows of the PROJECT or the minimum size required by DISTRICT standards) DEVELOPER’s water and wastewater lines and facilities provided for herein. Provided, however, that such request must be made by the DISTRICT concurrent with the DISTRICT’s review of the first construction plans, so that DEVELOPER’s planning, engineering and design of the affected utility infrastructure is not unreasonably delayed and the DISTRICT reimburses DEVELOPER for the cost of such oversizing. The DISTRICT shall reimburse the DEVELOPER for the costs of oversizing no later than thirty (30) days prior to the initiation of the construction of the affected infrastructure.

6.04 Failure To Perform. The PARTIES agree that failure or delay of the DISTRICT or DEVELOPER in performing any of the terms of this AGREEMENT shall be excused if and to the extent the failure or delay is caused by acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulations, or

the order or action of any court or agency or instrumentality of any government, or any other cause or causes beyond the control of DEVELOPER or the DISTRICT.

6.05 Agency Approvals. Potable water and wastewater service by the DISTRICT is contingent upon applicable federal, state and county regulatory agency permits and approvals. Should federal, state or local permits and/or approvals for service to the PROJECT be denied or withheld, this AGREEMENT shall be null and void.

6.06 Indemnification. DEVELOPER agrees to protect, indemnify and hold the DISTRICT harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of DEVELOPER's servants, agents, or employees arising out of the installation of water and wastewater facilities by DEVELOPER.

6.07 Miscellaneous. This AGREEMENT may not be changed, orally, but only by instrument in writing signed by the PARTIES. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this AGREEMENT or the paragraphs or provisions herein. Failure of either party to exercise any right or power given hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either PARTIES right to demand strict compliance with the terms and provision of this AGREEMENT. Neither party shall declare the other in default of the provision of this AGREEMENT without

giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other PARTIES shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

6.08 Pre-Construction Conference. A pre-construction conference for both on-site water and wastewater construction as well as off-site water and wastewater construction shall be held by DEVELOPER and the DISTRICT shall be notified of said conferences and be allowed to attend and make comments.

6.09 Notification Of Inspector. DEVELOPER's engineer shall notify the DISTRICT to arrange for the DISTRICT's inspector to be present when actual connection is made to both the DISTRICT's water and wastewater lines.

6.10 Severability. In the event any one or more provisions contained in this AGREEMENT shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

6.11 Assignment. This AGREEMENT may be assigned by DEVELOPER.

6.12 Binding Effect. This AGREEMENT shall be binding upon and shall inure to the benefit of the successors and assigns of the respective PARTIES hereto.

6.13 Cooperation. Each party shall fully cooperate with and assist the

other in obtaining and complying with all necessary permits, consents, and approvals as required by law for each party's operations, to be performed under this AGREEMENT. Each party's cooperation with the other shall include, but not be limited to, the execution and consent to the filing of any necessary documents and applications with governmental agencies to accomplish the purposes set forth in this AGREEMENT, including seeking financial assistance for the planning, design or construction of the water and wastewater facilities described herein. Each party shall comply with the terms and conditions of all applicable permits as they may be amended from time to time.

[–CONTINUED ON NEXT PAGE–]

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals this 31st day of August, 2010. **SIGNED, SEALED and DELIVERED** in the presence of:

HERNANDO COUNTY WATER AND SEWER DISTRICT

Attest: Genine E. Nimer, Deputy Clerk
Karen Nicolai
Clerk

By: John Druzbiek
John Druzbiek
Chairman



Approved for Form and Legal Sufficiency

By: Geoffrey T. Kirk
Geoffrey T. Kirk
Assistant County Attorney

BROOKSVILLE QUARRY, LLC

By: Scott McCaleb
Scott McCaleb
Its Managing Member

Exhibits

- A. Legal description of PROJECT
- B. Regional Potable Water Improvements
- C. Draft Letter of Dedication
- D. Regional Wastewater Improvements

25 26
JK

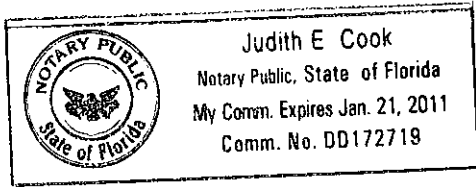
STATE OF FLORIDA

COUNTY OF Duval

This foregoing instrument was acknowledged before me this 7th day of August, 2010, by Scott McCaleb, Managing Member, on behalf of BROOKSVILLE QUARRY, LLC. He is personally known to me or has produced NA (type of ID) as identification and did (did not) take an oath.

Judith E Cook
Notary Public, State of Florida

(SEAL)



My Commission expires 1/21/11

26 26
JW

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTIONS OF FRP PROPERTY (A.K.A. Quarry Preserve, "PROJECT")

PARCEL "A":

THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 LYING WEST OF JONES ROAD, AND THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 LYING NORTHERLY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 589, PAGE, 1914, OFFICIAL RECORDS BOOK 892, PAGE 1732 AND OFFICIAL RECORDS BOOK 1875. PAGE 1463, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF JONES ROAD, ALL IN SECTION 15, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "B":

ALL OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4.

PARCEL "C":

THE SOUTH 1/2, TOGETHER WITH THAT PORTION OF THE NORTHEAST 1/4 LYING EAST OF BRITTLE ROAD, LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1001, PAGE 886, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, ALL IN SECTION 17, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "D"

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST, ALL IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "E"

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING NORTH OF U.S. HIGHWAY 98, AND THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH OF U.S. HIGHWAY 98, ALL IN SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST, RUN THENCE SOUTH A DISTANCE OF 510 FEET; THENCE WEST 100 FEET; THENCE NORTHWESTERLY TO A POINT 30 FEET DUE WEST OF THE POINT OF BEGINNING; THENCE NORTH 160 FEET NORTHEASTERLY TO A POINT 460 FEET DUE NORTH OF THE POINT OF BEGINNING; THENCE EAST 180 FEET SOUTHEASTERLY TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST; THENCE WEST TO THE POINT OF BEGINNING.

PARCEL "F"

ALL THAT PORTION LYING NORTH OF U.S. HIGHWAY 98, LESS AND EXCEPT THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, AND FURTHER EXCEPTING ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF BRITTLE ROAD.

PARCEL "G"

ALL LESS AND EXCEPT THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 21, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, AND FURTHER EXCEPTING THAT PORTION LYING WITHIN THE SEABOARD AIRLINE RAILROAD RIGHT OF WAY.

PARCEL "H"

ALL OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND EXCEPT THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND THOSE PORTIONS DESCRIBED IN OFFICIAL RECORDS BOOK 1389, PAGE 1172, OFFICIAL RECORDS BOOK 1584, PAGE 100, OFFICIAL RECORDS BOOK 1665, PAGE 265, OFFICIAL RECORDS BOOK 1906, PAGE 898, OFFICIAL RECORDS BOOK 2127, PAGE 241 AND OFFICIAL RECORDS BOOK 2279, PAGE 1118, ALL OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND FURTHER EXCEPTING ANY PART LYING WITHIN THE RIGHTS OF WAY OF SNOW HILL ROAD AND JONES ROAD.

PARCEL "I"

THAT PORTION OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST BOUNDARY OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, SAID POINT BEING 320 FEET

SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION AND MARKED BY A POST ON THE EAST SIDE OF THE OLD CRYSTAL RIVER GRADED ROAD, RUNNING THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE EAST SIDE OF SAID GRADED ROAD FOR A DISTANCE OF APPROXIMATELY 1387 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, RUNNING THENCE WEST A DISTANCE OF 880 FEET ALONG THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION TO THE WEST BOUNDARY OF THE SAID SECTION, RUNNING THENCE NORTH ALONG THE WEST BOUNDARY OF THE SAID SECTION A DISTANCE OF 1000 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, RUNNING THENCE EAST ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 880 FEET TO A POINT ON THE EAST SIDE OF OLD CRYSTAL RIVER GRADED ROAD MARKED BY A POST, RUNNING THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE EAST SIDE OF SAID GRADED ROAD FOR A DISTANCE OF APPROXIMATELY 1438 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION, RUNNING THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION A DISTANCE OF 1266 FEET TO THE SOUTHWEST CORNER OF SAID SECTION, RUNNING THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION A DISTANCE OF 1320 FEET TO THE POINT OF BEGINNING.

PARCEL "J":

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND ACCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF LAKE LINDSEY ROAD.

PARCEL "K":

ALL THAT PORTION OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LYING NORTH OF LAKE LINDSEY ROAD, LESS AND EXCEPT THAT PORTION LYING WITHIN THE SEABOARD AIRLINE RAILROAD RIGHT OF WAY.

PARCEL "L":

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION LYING WITHIN THE SEABOARD AIRLINE RAILROAD RIGHT OF WAY.

PARCEL "M":

THE NORTH 50 FEET OF LOTS 1 AND 2 OF STAFFORD, SAME BEING IN AND A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "N":

LOT 5 IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 19 EAST, A SUBDIVISION KNOWN AS STAFFORD. LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCELS, ANY PART LYING WITHIN ANY COUNTY OR STATE ROAD RIGHT OF WAYS.

DESCRIPTIONS OF FRK PROPERTY

PARCEL "O":

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 16, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "P":

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND ACCEPT THE FOLLOWING DESCRIBED PARCELS:
BEGIN AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 19 EAST (2" IRON PIPE CAP INSCRIBED) THENCE RUN NORTH 88°22' EAST ON LINE DIVIDING SECTIONS 18 AND 19 A DISTANCE OF 1389.87 FEET TO WEST ONE SIXTEENTH CORNER (80d SPIKE IN ROAD) THENCE CONTINUE ON STATED LINE A DISTANCE OF 239.97 FEET TO THE INTERSECTION OF SAME WITH RIGHT OF WAY BOUNDARY OF FLORIDA 700 AND POINT OF BEGINNING, THENCE CONTINUE ON SECTION LINE A DISTANCE OF 159.17 FEET FOR SOUTHEAST CORNER OF TRACT BEING DESCRIBED, THENCE NORTH 0°29' WEST A DISTANCE OF 278.27 FEET FOR NORTHEAST CORNER, THENCE SOUTH 88°22' WEST, A DISTANCE OF 385.58 FEET TO INTERSECTION OF EAST RIGHT OF WAY BOUNDARY OF FLORIDA 491 AND NORTHWEST CORNER, THENCE SOUTH 0°29' EAST ON RIGHT OF WAY BOUNDARY OF STATED ROAD, THE SAME BEING 50 FEET FROM AND PARALLEL TO CENTERLINE OF SAID ROAD, A DISTANCE OF 100 FEET TO THE INTERSECTION OF RIGHT OF WAY BOUNDARIES OF STATE ROADS 700 AND 491, THENCE SOUTH 52°58' EAST ON THE NORTHERN RIGHT OF WAY BOUNDARY OF STATE ROAD 700 THE SAME BEING 132 FEET FROM AND PARALLEL TO THE CENTERLINE OF SAID ROAD, A DISTANCE OF 285.36 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 66, PAGE 532, OF SAID PUBLIC RECORDS AND OFFICIAL RECORDS BOOK 723, PAGE 666, OF SAID PUBLIC RECORDS (ALL BEING COMBINED):

COMMENCE AT THE INTERSECTION WHERE THE EASTERLY RIGHT OF WAY OF STATE ROAD #491 INTERSECTS THE NORTHERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 98. THENCE IN A NORTHERLY DIRECTION ALONG THE EASTERLY RIGHT OF WAY OF STATE ROAD #491, A DISTANCE OF 248 FEET FOR A POINT OF BEGINNING. THENCE CONTINUE NORTHERLY ALONG SAID RIGHT OF WAY 150 FEET, THENCE IN AN EASTERLY DIRECTION 420 FEET, THENCE IN A SOUTHERLY DIRECTION 200 FEET, THENCE IN A WESTERLY DIRECTION 420 FEET TO SAID RIGHT OF WAY, THENCE IN A NORTHERLY DIRECTION ALONG SAID RIGHT OF WAY A DISTANCE OF 50 FEET BACK TO THE POINT OF BEGINNING.

PARCEL "Q":

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL LYING NORTH OF THE RIGHT OF WAY LINE OF U.S. HIGHWAY 98, ALSO KNOWN AS STATE ROAD 700, ALL IN SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST, RUN THENCE SOUTH A DISTANCE OF 510 FEET; THENCE WEST 100 FEET, THENCE NORTHWESTERLY TO A POINT 30 FEET DUE WEST OF THE POINT OF BEGINNING; THENCE NORTH 160 FEET NORTHEASTERLY TO A POINT 460 FEET DUE NORTH OF THE POINT OF BEGINNING; THENCE EAST 180 FEET SOUTHEASTERLY TO THE SOUTHWEST CORNER OF THE EAST 1/2

OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 19 EAST; THENCE WEST TO THE POINT OF BEGINNING.

PARCEL "R":

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "S":

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 21, TOWNSHIP 21 SOUTH, RANGE 19 EAST. HERNANDO COUNTY, FLORIDA.

PARCEL "T":

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTH 1/2 OF THE NORTHEAST 1/4, ALL IN SECTION 22, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

DESCRIPTION OF RIVENBARK PROPERTY

THE WEST 330.00 FEET OF THE EAST 1089 FEET OF THE SE 1/4 OF THE SE 1/4; LESS THE NORTH 264.00 FEET THEREOF, AND THE WEST 132.00 FEET OF THE EAST 759.00 FEET OF THE SOUTH 660.00 FEET OF THE SE 1/4 OF THE SE 1/4; ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND ALSO

THE NW 1/4 OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS EXISTING RIGHT OF WAY FOR BRITTLE ROAD.

AND ALSO

THE NW 1/4 OF THE NE 1/4; AND THE EAST 1/2 OF THE NE 1/4; ALL IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

ALSO DESCRIBED AS FOLLOWS:

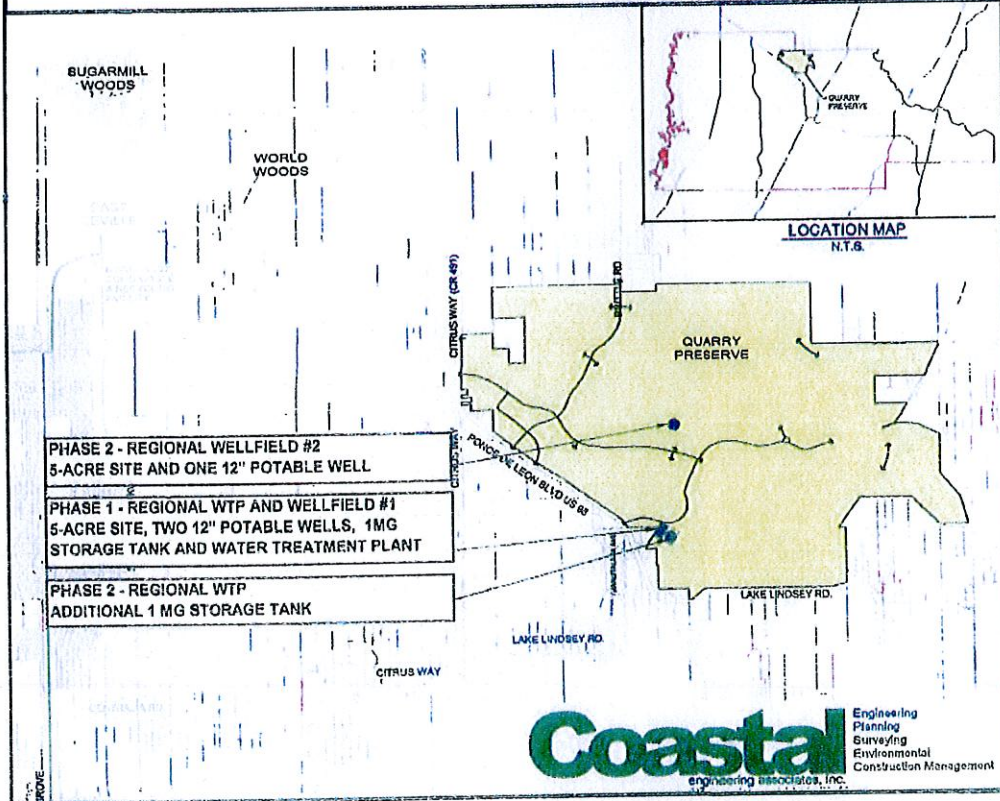
THAT PORTION OF SECTIONS 7, 17 AND 18, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SW CORNER OF THE NW 1/4 OF SAID SECTION 17, SAID POINT ALSO BEING THE 1/4 CORNER BETWEEN SAID SECTIONS 17 AND 18; FROM SAID POINT RUN SOUTH 88°51'50" WEST ALONG THE SOUTH LINE OF THE EAST 1/2 OF THE NE 1/4 OF SAID SECTION 18 A DISTANCE OF 1337.51 FEET TO THE SW CORNER OF SAID EAST 1/2 OF NE 1/4; THENCE RUN NORTH 00°04'15" EAST ALONG THE WEST LINE OF SAID EAST 1/2 OF NE 1/4 A DISTANCE OF 1333.37 FEET TO THE SE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 88°58'48" WEST ALONG THE SOUTH LINE OF SAID NW 1/4 OF NE 1/4 A DISTANCE OF 1332.80 FEET TO THE SW CORNER OF SAID NW 1/4 OF NE 1/4; THENCE RUN NORTH 00°16'12" EAST ALONG THE WEST LINE OF SAID NW 1/4 OF NE 1/4 A DISTANCE OF 1336.18 FEET TO THE NW CORNER OF SAID NW 1/4 OF NE 1/4; THENCE RUN NORTH 89°05'48" EAST ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18 A DISTANCE OF 1567.11 FEET; THENCE RUN NORTH 00°05'17" WEST PARALLEL WITH THE EAST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 7 A DISTANCE OF 1063.33 FEET TO THE SOUTH LINE OF THE NORTH 264.00 FEET OF SAID SE 1/4 OF SE 1/4; THENCE RUN NORTH 89°09'14" EAST ALONG SAID LINE A DISTANCE OF 330.03 FEET; THENCE RUN SOUTH 00°05'17" EAST A DISTANCE OF 402.93 FEET TO THE NORTH LINE OF THE WEST 132.00 FEET OF THE SOUTH 660.00 FEET OF SAID SE 1/4 OF SE 1/4; THENCE RUN NORTH 89°05'48" EAST ALONG SAID LINE A DISTANCE OF 132.01 FEET TO THE EAST LINE OF THE WEST 132.00 FEET OF THE EAST 759.00 FEET OF THE SOUTH 660.00 FEET OF SAID SE 1/4 OF SE 1/4; THENCE RUN SOUTH 00°05'17" EAST ALONG SAID LINE A DISTANCE OF 660.07 FEET TO THE SOUTH LINE OF

SAID SE 1/4 OF SE 1/4; THENCE RUN NORTH 89°05'48" EAST ALONG SAID LINE A DISTANCE OF 627.06 FEET TO THE NW CORNER OF THE NW 1/4 (SECTION CORNER) OF SAID SECTION 17; THENCE RUN SOUTH 89°55'13" EAST ALONG THE NORTH LINE OF SAID NW 1/4 A DISTANCE OF 2602.63 FEET TO THE WESTERLY RIGHT OF WAY LINE OF BRITTLE ROAD; THENCE RUN SOUTH 00°05'11" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE 1255.44 FEET; THENCE SOUTH 03°02'55" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 204.87 FEET; THENCE RUN SOUTH 12°58'00" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 132.24 FEET TO THE EAST LINE OF SAID NW 1/4; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 00°07'38" WEST ALONG THE EAST LINE OF SAID NW 1/4 A DISTANCE OF 999.55 FEET TO THE WESTERLY RIGHT OF WAY LINE OF BRITTLE ROAD; THENCE RUN SOUTH 09°00'09" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 64.82 FEET TO THE SOUTH LINE OF SAID NW 1/4; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 89°53'20" WEST ALONG THE SOUTH LINE OF SAID NW 1/4 A DISTANCE OF 2626.73 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
REGIONAL POTABLE WATER IMPROVEMENTS

<u>FACILITY</u>	<u>PHASE 1</u>	<u>PHASE 2</u>
<u>ITEM</u>	<u>COST</u>	<u>COST</u>
<u>REGIONAL WATER TREATMENT PLANT (WTP)</u>		
WATER PLANT AND 1 MG TANK	\$ 1,900,000.00	
ADDITIONAL 1 MG STORAGE TANK		\$ 900,000.00
<u>REGIONAL WELLFIELD #1</u>		
TWO (2) 12" POTABLE SUPPLY WELLS	\$ 300,000.00	
<u>REGIONAL WELLFIELD #2</u>		
ONE (1) 12" POTABLE SUPPLY WELLS		\$ 150,000.00
TOTALS:	\$ 2,200,000.00 ¹	\$ 1,050,000.00 ¹



- NOTES:
 1. Costs do not include value of 5-acre sites.

EXHIBIT C

Hernando County Utilities Department
21030 Cortez Boulevard
Brooksville, FL 34601

Letter of Dedication

KNOW ALL MEN BY THESE PRESENTS:

That *(Developer Name)* a *(Corporation, Governing Body, etc.)* organized and existing under and by virtue of the laws of the State of Florida, having its principal place of business in the City of *(City)* -and County of *(County)* - in the State of Florida, of the first part, for and in consideration of the sum of *(See Note 1)* Dollars (\$_), in lawful money (and other good and valuable considerations unto it moving) to it paid by the Hernando County Utilities Department, of the City of Brooksville, County of Hernando, and State of Florida, of the second part, the sufficiency and receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, *(Description of the facilities to be Dedicated)* and assigns all those certain goods and chattels, described as follows:

Project Name _____ *County System Connecting To:* _____

LIST OF MATERIALS (See Note 2)

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Prices</i>	<i>Extended Price</i>
1)					
2)					

TO HAVE AND TO HOLD the same unto the party of the second part, Hernando County Utilities Department and assigns forever. And the party of the first part, for itself and its successors, hereby covenants to and with the party of the second part Hernando County Utilities Department, and assigns that it is the lawful owner of the said goods and chattels; that they are free from all liens and encumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its officer, hereunto duly authorized, this day of 2

By:

(Signature)

Typed Name:

Typed Title:

Signed, sealed and delivered in the presence of:

Witnesses:

(Signature)

(Signature)

Typed Name:

Name typed:

State of Florida

County of

The foregoing instrument was acknowledged before me this day of ? by who is personally known to me or has produced *(Type of identification)* as identification and who did/did not take an oath.

Name typed:

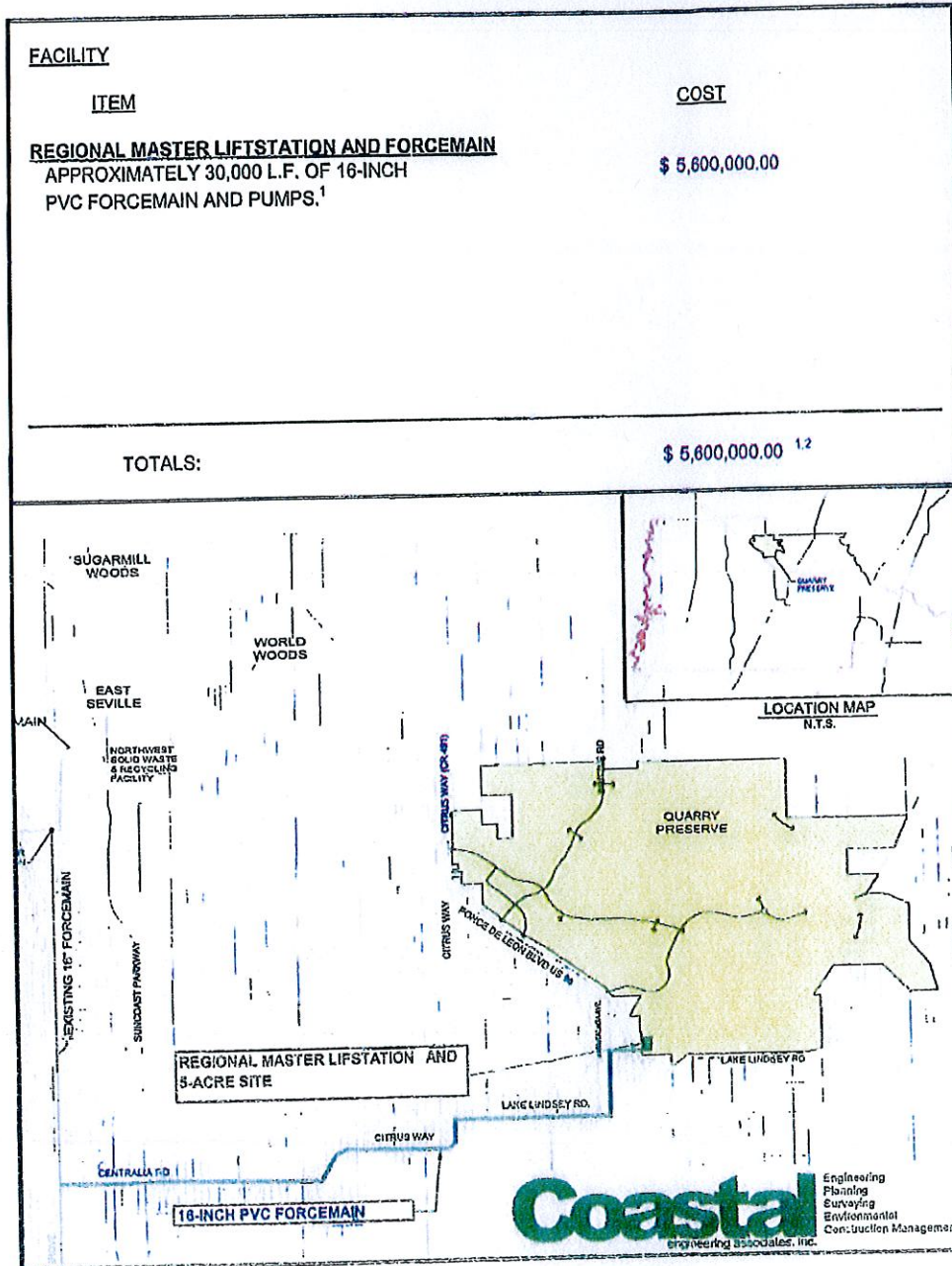
Notary Public:

My Commission expires:

Note 1: \$ 10. 00 typical dollar amount.

Note 2. If item is too lengthy, create an Exhibit "A ". Put name of project, date, etc, on Exhibit "A 'for reference,

EXHIBIT "D"
REGIONAL WASTEWATER IMPROVEMENTS



- NOTES:**
1. Does not include ROW and/or easement acquisition services and costs if required.
 2. Cost does not include value of 5-acre site.

**Exhibit E to Development Order–Quarry Preserve Development of Regional Impact
Hernando County, Florida**

August 31, 2010

AFTER RECORDING RETURN TO:

J. Paul Carland, II, General Counsel
Hernando County School Board
919 North Broad Street
Brooksville, FL 34601

**SCHOOL PLANNING AGREEMENT FOR
DEVELOPMENT OF REGIONAL IMPACT
Project Name: Quarry Preserve
Hernando County**

THIS SCHOOL PLANNING AGREEMENT FOR DEVELOPMENT OF REGIONAL IMPACT ("Agreement") is made this ___ day of ____, 2010 ("Effective Date") by and between **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a public corporate body organized and existing under the Constitution and laws of the State of Florida, whose address is 919 North Broad Street, Brooksville, Florida 34601 (the "School Board") and **BROOKSVILLE QUARRY, LLC**, a Florida limited liability company ("Developer"), whose address is 501 Riverside Avenue, Suite 500, Jacksonville, Florida 32202.

WITNESSETH:

WHEREAS, Developer is the fee simple owner of that certain property located in unincorporated Hernando County, Florida more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter referred to as the "Property;" and

WHEREAS, at the time this Agreement was approved by the School Board, the Property was located in the Concurrency Service Areas ("CSA") of Brooksville Elementary, Parrott Middle and Central High Schools (individually, a "Project School" and collectively "Project Schools"); and

WHEREAS, the Developer is currently seeking both a Development of Regional Impact ("DRI") approval and a Comprehensive Plan Amendment for the Property in order to develop a mixed-use community within the County known as "Quarry Preserve;" and

WHEREAS, the proposed development program for Quarry Preserve includes approximately four thousand six hundred (4,600) single-family and one thousand two hundred (1,200) multi-family, non-age restricted residential units (the "New Units"); and

WHEREAS, as of the date of this Agreement the final number of New Units to be permitted remains subject to the DRI approval process and the modification of the Comprehensive Plan of the County and will be specified in the final DRI Development Order and Comprehensive Plan Amendment issued by the County for the Quarry Preserve project; and

WHEREAS, following adoption of both the DRI Development Order and Comprehensive Plan Amendment by the County, the Developer will be required to apply for and receive approval of all residential conditional plat(s) or site plan(s), as applicable, from the County, and said approval(s) will determine the exact number of New Units which may be constructed on the Property pursuant to said residential conditional plat(s) or site plan(s) from time to time; and

WHEREAS, the Developer and School Board recognize, understand and agree that the number may be fewer than the maximum number of residential dwelling units permitted or greater than the maximum by the DRI Development Order through a Notice of Proposed Change and a large scale amendment of the Comprehensive Plan. The allocation between single-family and multi-family units

may be different than set forth in the DRI Development Order and Comprehensive Plan; and

WHEREAS, the School Board recognizes that overcapacity and unplanned conditions will adversely affect the educational services provided at any given school and the School Board believes that the proposed development of the New Units has the potential to adversely impact the level of service in the Project Schools; and

WHEREAS, in order to address the impact to the Project Schools of the students to be generated from the increase in residential density associated with the New Units, Developer is mitigating for a portion of the costs of those impacts by providing for a dedication of a "pad ready" school site within the Project to the School Board as is described in more detail below as part of Developer's compliance with the provisions of school concurrency; and

WHEREAS, due to the pending, but as yet not adopted, DRI Development Order and Comprehensive Plan Amendment, the School Board and Developer agree that it is difficult to completely estimate the actual impact of the New Units upon the Project Schools; and

WHEREAS, notwithstanding this uncertainty, Developer and the School Board desire to enter into this Agreement to allow Developer to comply with the Development of Regional Impact and Comprehensive Plan requirements.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. Recitals.

The foregoing recitals to this Agreement are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

2. DRI Development Program.

The parties acknowledge that the Project's proposed development shall occur in multiple phases concluding in 2025 and is anticipated to generate students as set forth below:

Quarry Preserve Student Generation by Phasing									
Years	SF	Elementary	Middle	High	MF	Elementary	Middle	High	Total
2013-14	304	46	29	33	150	9	3	8	128
2014-15	425	65	41	46	210	13	4	11	179
2015-16	425	65	41	46	210	13	4	11	179
2016-17	425	65	41	46	210	13	4	11	179
2017-18	425	65	41	46	210	13	4	11	179
2018-19	425	65	41	46	210	13	4	11	179
2019-20	425	65	41	46	0	0	0	0	152
2020-21	400	61	39	44	0	0	0	0	143
2021-22	375	57	36	41	0	0	0	0	134
2022-23	350	53	34	38	0	0	0	0	125
2023-24	325	49	32	35	0	0	0	0	116
2024-25	296	45	29	32	0	0	0	0	106
Total	4600	699	446	501	1200	74	22	60	1803

Note: Generation Rate per Henderson & Young Impact Fee Study 2007, and are subject to change by the School Board

Notwithstanding the foregoing, the parties hereto acknowledge that the phasing schedule is subject to change as the anticipated DRI Development Order moves through the approval process, or as subsequent changes to the same are processed over the life of the project through a Notice of Proposed

Change ("NOPC") pursuant to § 380.06(19), F.S., or through School Board amendments to the student generation rates as part of an approved update to the Henderson & Young Impact Fee Study 2007 (the "Impact Fee Study") in accordance with s. 163.31801, F.S., or as the utilization of a Project School is made available by the School Board. The Developer shall give thirty (30) days advanced written notice to the School Board of any applications proposing changes to the phasing schedule, including but not limited to any changes to the number or type of dwelling units to be constructed in each respective phase and the School Board shall be copied on all approved amendments or modifications to the DRI Development Order which constrict, expand or reallocate the total number of residential units authorized by the DRI Development Order including any use of a land use conversion matrix, if one is included in the DRI Development Order.

3. Calculation of School Impacts.

For the purposes of determining school capacity and school concurrency, the impacts to the Project Schools shall be calculated in accordance with the methodologies described within the Interlocal Agreement, Hernando County Comprehensive Plan and School Board Policies 8.54 in effect at the time of each concurrency determination. Due to changing demographics, the student generation rates are subject to change upon School Board approval of an update to the Impact Fee Study in accordance with s. 163.31801, F.S. The initial review is based upon the number and type of units indicated in the phasing schedule outlined in the DRI Development Program. In accordance with the terms and

conditions of this Agreement, the Developer commits to fund the actual construction cost for the permanent student station deficiency identified within the 5th year of the 5-Year Work Plan, which consists of approximately fifty six (56) elementary student stations. The need for the student stations will be retested prior to the approval of the first residential conditional plat to determine if need exists and construction is required. The School Board shall, at the time of the next annual update of the Five Year Facilities Plan, make provision for this deficiency in the fifth (5th) year of the Plan as funded per the Developer's commitment.

The development is subject to a school concurrency review prior to each residential conditional plat approval.

4. Mitigation

(a) School Impact Fee Payment. Developer acknowledges that the mitigation contribution described below does not release the Developer from payment of any other lawfully due and owing development, building related fees, or school impact fee, including but not limited to Hernando County Educational Facilities Impact Fees prescribed by Chapter 23, Article III, Division 2, Hernando County Code of Ordinances (the "School Impact Fee Ordinance") except as otherwise provided herein.

(b) Developer's Mitigation Contribution. In order to assist the School Board to have sufficient capacity to accommodate, in a timely manner, the demand created by the impact of the students generated from the increase in residential density associated with the approval of the Comprehensive Plan Amendment and development of these New Units, the Developer will convey to the School Board one (1) "pad ready" (ready for vertical construction) school site

within the Property consisting of not less than 26 acres and up to 35 net developable acres, +/-, (the "Dedicated Land" / "School Site") within the Town Center as depicted on the attached Exhibit "B". The School Board shall be entitled but not obligated to construct educational facilities on this site, such educational facilities' types and sizes to be determined solely by the School Board which may include an elementary or a K-8 school, provided, however, high school facilities shall not be permitted. The School Board shall, at the time of the next annual update of the Five Year Facilities Plan, place the proposed School project in the ten year portion of the Five Year Facilities Plan as unfunded. The school project will be advanced into the first five years of the plan as needed and as funded including Developer's impact fees, proportionate share payments, other School Board funding, or any combination thereof at the School Board's discretion. All additional façade or other design elements requested by the Developer, above and beyond the districts standards, shall be funded by the Developer and approved by the School Board. The parties acknowledge and agree that any school constructed within the Development shall be exempt from the "Green Development" provisions of the Development Order to the extent such provisions conflict with or exceed the requirements for school construction imposed by the State Department of Education or the School District. Notwithstanding the conveyance of the Dedicated Land, all residential conditional plats and/or residential site plans shall be subject to school concurrency review and approval per Policies 8.54.

(c) School Impact Fee and Proportionate Share Credits

School Impact Fee credits will be determined at the time of residential

conditional plat application and granted at the time of building permit payment per 163.3180(13)(E)(2) and 380.06(16)(a), F.S.

(d) Proportionate Share Calculation.

In the event any school concurrency review for the Development determines that a deficit will be created by the development of the proposed New Units and the School Board is required to calculate Developer's proportionate share amount created by said deficit, the School Board agrees that the cost of land and off-site improvements (as provided for in School Board Policy) for elementary and middle school student stations will be excluded from the calculation due to the acceptance by the School Board of the Pad-ready School Site, provided, if only an Elementary K-5 is constructed, this provision shall not apply for the Middle School 6-8 component. If the school site is not ultimately accepted by the School Board or conveyed by the Developer, this provision shall not be applicable and the Dedicated Land shall revert back to the Developer in accordance with Section 4 (e)(vi) below. .

(e) Dedication of Property.

(i) *Location of Dedicated Land.* The general location of the Dedicated Land is depicted, on attached Exhibit "B". The exact location of Dedicated Land within this area shall be as determined by Developer and agreed to by the School Board. The Dedicated Land shall comply with the citing criteria contained in the Interlocal Agreement as well as the following;

A pad ready site consisting of a minimum of 26 net developable acres and up to 35 net developable acres in a generally square or rectangular configuration located within or immediately adjacent to a residential area with direct access

on a minor collector public road with all required water, sewer, and fire services extended to the property. No section of the School Site shall be located within the 100 year flood plain and the site shall be well drained prior to the conveyance to the School Board. The stormwater and drainage needs of the School Site in its developed condition shall be met by the Developer on other lands not to be conveyed to the School Board. The Developer will construct and maintain the stormwater and drainage system. Environmental limitations and mitigation, if any, including but not limited to wetlands and endangered or threatened species, shall be met by the Developer on other lands not intended to be owned or conveyed to the School Board. School Board shall have the right to access the Dedicated Land for due diligence before the property is dedicated to the School Board. If during the inspection and due diligence review, matters arise which need to be addressed in order for the School Board to receive a fully functional school site, Developer agrees to cooperate with School Board in the resolution of those matters. If said matters cannot be resolved, the School District has the ability to decline acceptance of the school site, and the developer will receive no proportionate share or impact fee credits for the site. The Developer will process the necessary rezoning petition to permit the School Facility use on the property prior to conveyance with input and cooperation from the School Board.

(ii) *Timing.* At the time of recording of the first residential final plat that includes the School Site, or when the School Site is included in a separate but simultaneously recorded final plat, the developer shall convey the Dedicated Land to the School Board upon the completion of the School Board's

150-day inspection and due diligence period. Developer shall give the School Board at least 150 days prior notice before approval of the first residential conditional plat or School Site conditional plat, whichever occurs first, in order for the School Board to complete its due diligence.

(iii) *Conveyance Procedure.* In all events, the Developer's conveyance of the Dedicated Land to the School Board shall be made in accordance with School Board policy and procedures. The Developer shall convey marketable title to the same free and clear of all encumbrances except permitted exceptions, all of which shall be subject to the reasonable review and approval of the School Board. Requirements for the actual conveyance of the Dedicated Land(s) shall include but not be limited to a statutory warranty deed, payment by the Developer for title insurance, documentary stamps, recording fees, and curing of title defects, if any, and environmental site cleanup, if any.

(iv) *Infrastructure Improvements.* Developer will complete all off-site infrastructure improvements to the Dedicated Land prior to obtaining the 501st residential building permit to ensure a "pad ready" site. The infrastructure improvements shall include publicly dedicated paved access, electric power, telephone, cable TV, sewer and water, all to the boundary or entrance of the school site at a point determined by School Board and Developer, and the required storm water and drainage system for the school project (collectively, these items are referred to herein as the "Improvements"). In the event any of the foregoing are not publicly dedicated, then they shall be located in easement areas for which easements shall not be capable of defeat. Maintenance requirements associated with such

easements shall be borne by the Developer. All of the Improvements as provided herein shall be sufficient to meet School Board requirements for operation of a school on the Dedicated Land. Developer also agrees to grant temporary easements to School Board from publicly dedicated roads and utilities to the boundary of the relevant portion of Dedicated Land for ingress and egress and construction access and temporary utilities at the time the property is dedicated to the School Board, which temporary easements shall not be capable of defeat, and which easement shall remain in place until the off-site infrastructure improvements are completed which shall be completed prior to the opening of any school facility. The purpose of such temporary easements is to enable the School Board to have legal access to the Dedicated Land at all times after conveyance for purposes of constructing the school, before permanent dedicated and improved access to the school site is complete. Such easements shall not be terminated until the recordation of the final plat dedicating the permanent roads and utilities.

(v) *Additional Studies* The Developer, as part of the DRI traffic study, has included the use of the school and shall be responsible for improvements required by the Development Order. The Developer is responsible for payment of an environmental assessment of the Dedicated Lands utilizing a consultant to be mutually agreed upon by the Developer and the School Board.

(vi) *Repurchase*. If the School Board has not moved the school project into the first five years of the School Board's Facilities Plan within ten (10) years of conveyance of the Dedicated Land, it shall confirm with the Developer that it does not plan to use the same for a new school then, the Developer may repurchase the School

Site from the School Board for the value of any credits received from the conveyance of the Dedicated Lands to the School Board.

(f) School Concurrency Review. Notwithstanding the commitments made by Developer under this Agreement, upon submission of an application for Residential Conditional Plat or Residential Site Plan the Developer shall be required to undergo school concurrency review in accordance with the requirements of the Interlocal Agreement, Hernando County Comprehensive Plan and School Board Policy 8.54. The School Board shall be copied on all Annual Reports required under the Project's DRI Development Order.

5. **Developer Representations and Covenants**

If Developer breaches the terms set forth in this Agreement, Developer hereby waives any right of Developer (or its successors and assigns) to contest the County's power and authority to discontinue the issuance of any building permits for the Property if school capacity as defined in s. 163.3180(13), F.S. does not exist as a result of the breach. Developer represents and warrants to School Board that this Agreement has been entered into freely and voluntarily by Developer without coercion, duress, or undue influence, and with full understanding and awareness of the circumstances, consequences and ramifications of such a waiver. Developer waives the right to bring any action against School Board and is estopped from claiming in any future litigation that the conditions of this Agreement are illegal, improper, unconstitutional, or in violation of statute or law. School Board relies upon the assertions made in this Agreement to mitigate a portion of the Developer's impacts on public educational facilities in Hernando County.

6. **Miscellaneous.**

(a) **Term.** This Agreement shall remain in force through the build-out date of the Property's DRI Development Order, unless the Agreement is otherwise terminated or breached by the parties hereto. In the event that, for any reason, the Property's DRI Development Order is not approved, this Agreement shall be null and void. The respective rights and obligations of the parties shall also survive the dedication of the land by Developer as provided herein.

(b) Recording; Runs with Land. This Agreement shall be recorded in the Public Records of Hernando County, Florida by the School Board and the recording fee shall be paid by Developer. This Agreement shall bind the successors and assigns of Developer and the School Board shall be deemed to be a burden on and running with the Property.

(c) School Zones. The parties agree that nothing in this Agreement shall be interpreted to restrict the School Board's sole authority to determine school attendance zones and revise same.

(d) Notices. All notices, demands, requests, consents, approvals, and other communications (collectively, "Notices"), required or permitted to be given hereunder, shall be in writing and sent by facsimile (or by e-mail or by similar device) or by either: (i) registered or certified air mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g., Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

If to Developer to: Scott McCaleb

Brooksville Quarry, LLC

501 Riverside Ave., Suite 500

Jacksonville, Florida 32202

with a copy to:

Jake D. Varn, Esq. and

Linda Shelley, Esq.

Fowler White Boggs

101 N. Monroe Street, Suite 1090

Tallahassee, Florida 32301

If to School Board to:

Superintendent

Hernando County School Board

919 North Broad Street

Brooksville, Florida 34601

The address or party to whom notice shall be sent may be changed at any time by either party by delivery of written "Notice" to the other.

(e) Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and it may be modified only by a written document executed by all parties hereto. The parties hereby acknowledge there are no representations, understandings, agreements, terms or conditions not contained or referred to in this Agreement and that this Agreement supersedes any prior written or oral agreements, representations, or inducements.

(f) Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any dispute concerning this agreement shall be in the state courts in Hernando County, Florida.

(g) Attorney's Fees. All parties shall be responsible for their own attorney's

fees with regard to the negotiation and/or enforcement of their agreement.

(h) Headings. The section and paragraph headings in this Agreement are for convenience only and do not contribute to or diminish the substantive portions of this Agreement.

(i) Counterparts. This Agreement may be executed in one or more counterparts, which when combined, shall constitute one original agreement.

(j) Construction of Agreement. Each party has participated in the drafting of this Agreement. In the event of a dispute hereunder, this Agreement shall not be construed in the favor of any party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as first set forth above.

"SCHOOL BOARD"

THE SCHOOL BOARD OF
HERNANDO COUNTY, FLORIDA

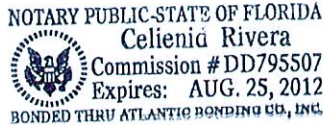
By: Charles "Pat" Fagan
Charles "Pat" Fagan, Board Chairperson

Attest: Bryan Blavatt
Bryan Blavatt, Superintendent

STATE OF FLORIDA
COUNTY OF HERNANDO

On this 27th day of July, 2010, before me personally appeared Charles "Pat" Fagan, as Board Chairperson of the School Board of Hernando County, Florida () who produced _____ as identification or () who is personally known to me.

WITNESS my hand and official seal in the State and County aforesaid, this 27th day of July, 2010.



Celienid Rivera

Notary Public, State of Florida

Celienid Rivera

Printed Name of Notary

My Commission Expires: 8-25-2012

Approved as to Form:

[Signature] on 6/4/10

J. Paul Carland, II
General Counsel

“DEVELOPER”

BROOKSVILLE QUARRY, LLC,
a Florida limited liability company

[Signature]

Witness Signature

MATT McWULTY
Print Name

By: [Signature]

Title: Manager

[Signature]

Witness Signature

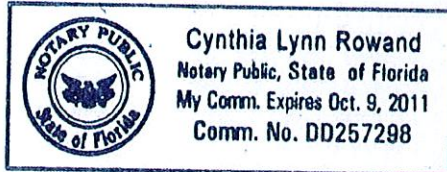
Cynthia Lynn Rowand
Print Name

STATE OF FLORIDA
COUNTY OF Duval

On this 28th day of June, 2010, before me personally appeared Scott McCaleb, as Manager of Brooksville Quarry, LLC, a Florida limited liability company, on behalf of the company () who produced _____ as identification or () who is personally known to me.

Witness my hand and official seal in the State and County aforesaid, this 28th day of

June, 2010.



Cynthia Lynn Rowand
Notary Public, State of Florida

Cynthia Lynn Rowand
Printed Name of Notary

My Commission Expires: Oct. 9, 2011

EXHIBIT "A"

Legal Description
for the
Quarry Preserve Property

PARCEL A:

The Southwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ lying West of Jones Road, and that portion of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ lying Northerly of the lands described in Official Records Book 589, page 1914, Official Records Book 892, page 1732 and Official Records Book 1875, page 1463, of the public records of Hernando County, Florida, LESS AND EXCEPT any portion thereof lying within the right of way of Jones Road, all in Section 15, Township 21 South, Range 19 East, Hernando County, Florida.

PARCEL B:

All of Section 16, Township 21 South, Range 19 East, Hernando County, Florida, LESS AND EXCEPT the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

PARCEL C:

The South $\frac{1}{2}$, together with that portion of the Northeast $\frac{1}{4}$ lying East of Brittle Road, LESS AND EXCEPT lands described in Official Records Book 1001, page 886, of the public records of Hernando County, Florida, all in Section 17, Township 21 South, Range 19 East, Hernando County, Florida.

PARCEL D:

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest, all in Section 18, Township 21 South, Range 19 East, Hernando County, Florida.

PARCEL E:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying North of U.S. Highway 98; and that portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying North of U.S. Highway 98, all in Section 19, Township 21 South, Range 19 East, Hernando County, Florida, TOGETHER WITH the following described parcel:

Begin at the Southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 21 South, Range 19 East, run thence South a distance of 510 feet; thence West 100 feet; thence Northwesterly to a point 30 feet due West of the Point of Beginning; thence North 160 feet Northeasterly to a point 460 feet due North of the Point of Beginning; thence East 180 feet Southeasterly to the Southwest corner of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 21 South, Range 19 East; thence West to the Point of Beginning.

PARCEL F:

All that portion lying North of US Highway 98, LESS AND EXCEPT the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 20, Township 21 South, Range 19 East, Hernando County, Florida, and further EXCEPTING any portion thereof lying within the right of way of Brittle Road.

PARCEL G:

All LESS AND EXCEPT the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 21, Township 21 South, Range 19 East, Hernando County, Florida, and further EXCEPTING that portion lying within the Seaboard Airline Railroad right of way.

PARCEL H:

All of Section 22, Township 21 South, Range 19 East, Hernando County, Florida, LESS AND EXCEPT the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and those portions described in Official Records Book 1389, page 1172, Official Records Book 1584, page 100, Official Records Book 1665, page 265, Official Records Book 1906, page 898, Official Records Book 2127, page 241 and Official Records Book 2279, page 1118, all of the public records of Hernando County, Florida, and further EXCEPTING any part lying within the rights of way of Snow Hill Road and Jones Road.

PARCEL I:

That portion of Section 23, Township 21 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

Beginning at a point on the West boundary of Section 23, Township 21 South, Range 19 East, Hernando County, Florida, said point being 320 feet South of the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section and marked by a post on the East side of the Old Crystal River graded road, running thence in a Southeasterly direction along the East side of said graded road for a distance of approximately 1387 feet to a point on the South boundary of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section, running thence West a distance of 880 feet along the South boundary of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the said Section to the West boundary of the said Section, running thence North along the West boundary of the said Section a distance of 1000 feet to the Point of Beginning.

AND

Beginning at the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 21 South, Range 19 East, Hernando County, Florida, running thence East along the

North boundary of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 880 feet to a point on the East side of Old Crystal River graded road marked by a post, running thence in a Southeasterly direction along the East side of said graded road for a distance of approximately 1438 feet to a point on the South boundary of said Section, running thence West along the South boundary of said Section a distance of 1266 feet to the Southwest corner of said Section, running thence North along the West boundary of said Section a distance of 1320 feet to the Point of Beginning.

PARCEL J:

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 21 South, Range 19 East, Hernando County, Florida, LESS AND EXCEPT any portion thereof lying within the right of way of Lake Lindsey Road.

PARCEL K:

All that portion of Section 28, Township 21 South, Range 19 East, Hernando County, Florida, lying North of Lake Lindsey Road, LESS AND EXCEPT that portion lying within the Seaboard Airline Railroad right of way.

PARCEL L:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 21 South, Range 19 East, Hernando County, Florida, LESS AND EXCEPT that portion lying with the Seaboard Airline Railroad right of way.

PARCEL M:

The North 50 feet of Lots 1 and 2 of STAFFORD, same being in and a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 21 South, Range 19 East, Hernando County, Florida.

PARCEL N:

Lot 5 in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 21 South, Range 19 East, a subdivision known as STAFFORD.

LESS AND EXCEPT from the above described parcels, any part lying within any County or State Road right of ways.

PARCEL O:

The East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼; the Southeast ¼ of the Northwest ¼ of the Southeast ¼; and the South ½ of the Southwest ¼ of the Northwest ¼ of the Southeast ¼, all in Section 16, Township 21 South, Range 19 East, Hernando County, Florida.

PARCEL P:

The Northeast ¼ of the Southeast ¼; the Southeast ¼ of the Southeast ¼; the Southwest ¼ of the Southeast ¼; the Southeast ¼ of the Northwest ¼ of the Southeast ¼; the Southeast ¼ of the Southwest ¼, all in Section 18, Township 21 South, Range 19 East, Hernando County, Florida, LESS AND EXCEPT the following described parcels:

Begin at the Southwest corner of Section 18, Township 21 South, Range 19 East, (2" Iron Pipe Cap Inscribed) thence run North 88° 22' East on line dividing Sections 18 and 19 a distance of 1389.87 feet to West one sixteenth corner, (80d spike in road) thence continue on stated line a distance of 239.97 feet to the intersection of same with right of way boundary of Florida 700 and Point of Beginning, thence continue on Section line a distance of 159.17 feet for Southeast corner of tract being described, thence North 0°29' West a distance of 278.27 feet for Northeast corner, thence South 88°22' West, a distance of 385.58 feet to intersection of East right of way boundary of Florida 491 and Northwest corner, thence South 0°29' East on right of way boundary of stated road, the same being 50 feet from and parallel to centerline of said road, a distance of 100 feet to the intersection of right of way boundaries of State Roads 700 and 491, thence South 52° 58' East on the Northern right of way boundary of State Road 700 the same being 132 feet from and parallel to the centerline of said road, a distance of 285.36 feet to the Point of Beginning.

ALSO LESS:

Property described in Official Records Book 66, Page 532, of said Public Records and Official Records Book 723, Page 666, of said Public records (all being combined):

Commence at the intersection where the Easterly right of way of State Road #491 intersects the Northerly right of way of U.S. Highway No. 98. Thence in a Northerly direction along the Easterly right of way of State Road #491, a distance of 248 feet for a Point of Beginning. Thence continue Northerly along said right of way 150 feet, thence in an Easterly direction 420 feet, thence in a Southerly direction 200 feet, thence in a Westerly direction 420 feet to said right of way, thence in a Northerly direction along said right of way a distance of 50 feet back to the Point of Beginning.

PARCEL Q:

The West ½ of the Northeast ¼ of the Northeast ¼; the Northwest ¼ of the Northeast ¼ and the Southwest ¼ of the Northeast ¼, all lying North of the right of way line of U.S. Highway 98, also known as State Road 700, all in Section 19, Township 21 South, Range 19 East, Hernando County, Florida, LESS AND EXCEPT the following described parcel:

Begin at the Southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 21 South, Range 19 East, run thence South a distance of 510 feet; thence West 100 feet; thence Northwesterly to a point 30 feet due West of the Point of Beginning; thence North 160 feet Northeasterly to a point 460 feet due North of the Point of Beginning; thence East 180 feet Southeasterly to the Southwest corner of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 21 South, Range 19 East; thence West to the Point of Beginning.

PARCEL R:

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 20, Township 21 South, Range 19 East, Hernando County, Florida.

PARCEL S:

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 21, Township 21 South, Range 19 East, Hernando County, Florida.

PARCEL T:

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, all in Section 22, Township 21 South, Range 19 East, Hernando County, Florida.

The West 330.00 feet of the East 1089 feet of the SE 1/4 of the SE 1/4; LESS the North 264.00 feet thereof. AND the West 132.00 feet of the East 759.00 feet of the South 660.00 feet of the SE 1/4 of the SE 1/4; ALL in Section 7, Township 21 South, Range 19 East, Hernando County, Florida.

AND ALSO

The NW 1/4 of Section 17; Township 21 South, Range 19 East, Hernando County, Florida. LESS existing right of way for Brittle Road.

AND ALSO

The NW 1/4 of the NE 1/4; AND the East 1/2 of the NE 1/4; ALL in Section 18, Township 21 South, Range 19 East, Hernando County, Florida.

ALSO DESCRIBED AS FOLLOWS:

That portion of Sections 7, 17 and 18, Township 21 South, Range 19 East, Hernando County, Florida, described as follows:

Begin at the SW corner of the NW 1/4 of said Section 17; said point also being the 1/4 corner between said Section 17 and 18; from said point run South $88^{\circ}51'50''$ West along the South line of the East 1/2 of the NE 1/4 of said Section 18 a distance of 1337.51 feet to the SW corner of said East 1/2 of NE 1/4; thence run North $00^{\circ}04'15''$ East along the West line of said East 1/2 of NE 1/4 a distance of 1333.37 feet to the SE corner of the NW 1/4 of the NE 1/4 of said Section 18; thence run South $88^{\circ}58'48''$ West along the South line of said NW 1/4 of NE 1/4 a distance of 1332.80 feet to the SW corner of said NW 1/4 of NE 1/4; thence run North $00^{\circ}16'42''$ East along the West line of said NW 1/4 of NE 1/4 a distance of 1336.18 feet to the NW corner of said NW 1/4 of NE 1/4; thence run North $89^{\circ}05'48''$ East along the North line of the NE 1/4 of said Section 18 a distance of 1567.11 feet; thence run North $00^{\circ}05'17''$ West parallel with the East line of the SE 1/4 of the SE 1/4 of said Section 7 a distance of 1063.33 feet to the South line of the North 264.00 feet of said SE 1/4 of SE 1/4; thence run North $89^{\circ}09'14''$ East along said line a distance of 330.03 feet; thence run South $00^{\circ}05'17''$ East a distance of 402.93 feet to the North line of the West 132.00 feet of the South 660.00 feet of said SE 1/4 of SE 1/4; thence run North $89^{\circ}05'48''$ East along said line a distance of 132.01 feet to the East line of the West 132.00 feet of the East 759.00 feet of the South 660.00 feet of said SE 1/4 of SE 1/4; thence run South $00^{\circ}05'17''$ East along said line a distance of 660.07 feet to the South line of said SE 1/4 of SE 1/4; thence run North $89^{\circ}05'48''$ East along said line a distance of 627.06 feet to the NW corner of the NW 1/4 (section corner) of said Section 17; thence run South $89^{\circ}55'13''$ East along the North line of said NW 1/4 a distance of 2602.63 feet to the westerly right of way line of Brittle Road; thence run South $00^{\circ}05'11''$ East along said right of way line a distance of 1253.44 feet; thence run South $03^{\circ}02'55''$ East along said right of way line a distance of 204.87 feet; thence run South $12^{\circ}58'00''$ East along said right of way line a distance of 132.24 feet to the East line of said NW 1/4; thence departing said right of way line run South $00^{\circ}07'38''$ West along the East line of said NW 1/4 a distance of 999.55 feet to the westerly right of way line of Brittle Road; thence run South $09^{\circ}00'09''$ West along said right of way line a distance of 64.82 feet to the South line of said NW 1/4; thence departing said right of way line run South $89^{\circ}53'20''$ West along the South line of said NW 1/4 a distance of 2626.73 feet to the Point of Beginning.

EXHIBIT "B"

